



MC Academy

**MC Academy**  
2nd & 3rd Floor Royal Buildings, 2 Mosley Street  
Manchester, M2 3AN  
T: +44 (0)161 236 7575  
E: [info@themcacademy.co.uk](mailto:info@themcacademy.co.uk)  
W: [www.themcacademy.co.uk](http://www.themcacademy.co.uk)



# MC Academy

## Terms & Conditions 2019 MC Academy





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Please read these Terms and Conditions before you book a course. If anything is not clear then contact us. Once an enrolment is processed by MC Academy, Terms and Conditions are binding on all students, regardless of whether you have booked directly or through an educational consultant.

### **1. Fees**

1.1 In order to register for your course, at least 30% of the course fees plus any enrolment fees must be paid before visa documents are issued. This must be done no later than 21 days before arrival. Any airport transfers, accommodation or tuition details will not be confirmed unless payment has been received.

1.2 You are required to pay all outstanding fees and charges before starting your course. Failure to do so may result in withdrawal of the course and cancellation of the enrolment

1.3 The tuition fee for your course will be as stated in the offer letter you received from MC Academy.

1.4 Students and their parents or guardians, agree to pay the tuition fees and other charges applicable for the course. It is understood and agreed that failure to do so may result in withdrawal from the course and cancellation of the enrolment. The remaining 70% of fees must be paid before starting classes (this applies to all courses at MC Academy).

1.5 In order for accommodation to be booked by MC Academy, depending on the type of accommodation chosen, 2 weeks homestay accommodation must be paid and full residential accommodation must be paid in advance.

### **2. Minimum Age and Entry Requirements**

2.1 The minimum age for students at MC Academy is 16 years. There is no maximum age limit.

2.2 If any information provided in the application is incorrect, MC Academy reserve the rights to make the necessary changes to the students' enrolment at the student's expense and if necessary, ask the students to leave their course and accommodation without any refunds.

### **3. Services**

3.1 The company reserves the right to change details of its advertised services and course dates where circumstances beyond the company's control necessitate such changes or where the number of students is not enough to open the class.

3.2 In the unlikely event that the College is unable to deliver your course in full, you may be offered enrolment in a suitable alternative course by the College at no extra cost. You have the right to choose whether you would prefer to cancel the course (terms and conditions apply), or to accept a place on another course.

3.3 If you wish to defer your course start date, you need to inform the MC Academy Admissions Team at least two weeks before your start date. If you do not inform us in writing and you arrive at the College at a date later than your scheduled start date, you will not get a refund for the days you have missed.

### **4. Changes to Airport Transfers**

4.1 Notification of change to airport transfers must be sent to our Admissions team at least 2 full working days prior to the designated arrival time. If notice is not received, full charges will apply.



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## 5. Academic Progression

- 5.1 Students are accepted into MC Academy on the strict understanding that progression through the course is conditional upon satisfactory attendance and successful target attainment.
- 5.2 Students are formally assessed on a regular basis. The assessment will take into consideration: coursework assignments, internal examination results, attendance and commitment to study.
- 5.3 Students who do not meet the assessment criteria will not be allowed to proceed with their original course. Students will be offered an alternative course or withdrawn from MC Academy without a refund.
- 5.4 The academic team is fully responsible for monitoring student's progress and they will recommend if they can move to the next level as soon as it is considered appropriate. Please note that progression to the next level is not solely based on the amount of time you spend in a class, MC Academy does not permit transfer of a student's course fees to another person.

## 6. Classes at MC Academy

- 6.1 MC Academy reserves the right to change or cancel an advertised course.
- 6.2 In the event of a course being cancelled by MC Academy, the student will be offered an alternative course/dates or a full refund.
- 6.3 MC Academy reserves the right to change any teacher in any class.
- 6.4 MC Academy closely monitors students' progression and if the academic team feel that the students' English level is not suitable for the course they have booked, MC Academy reserves the right to move the student to a suitable level.
- 6.5 Books and other study materials:
- If the student needs any books, CDs etc. for the private lessons, the private will be charged in addition to the tuition fees.
  - Students will get 1 free book for every 12 week course booking, if a student changes their level within the 12 weeks period they are obliged to pay for the new book.

## 7. Attendance

- 7.1 Students are obliged to attend all of their classes on their timetable and MC Academy is not responsible if the student chooses to miss any class time. Failing to attend without good reason will lead to expulsion from the college with no tuition or accommodation refund. If you are financially sponsored by a government or other institution, we will report poor attendance to your financial sponsor. Tier4 students will be reported to the UKBA.
- 7.2 Students must arrive to class before the start time on their schedule and should arrive back from breaks promptly.
- 7.3 If a student consistently arrives late to class, the student will be expelled from the college with no tuition or accommodation refund.
- 7.4 If you miss a lesson, MC Academy cannot give a refund or allow you to take the lesson at some other time.
- 7.4 In order for students to obtain a certificate for the completion of their course, students must obtain an attendance rate of 80% or above. Reports can be provided at the discretion of MC Academy, for those students whose attendance rate was lower than 80%.



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## 8. Holidays and Public Holidays

8.1 Please see the College Calendar for dates of Public Holidays and other dates that the College is closed.

8.2 2019 Public Holidays: 1 January, 30 March, 2 April, 7 May, 28 May, 27 August, 25 December, 26 December.

8.3 If you wish to take a holiday, you must advise the Admissions Team in writing by the Thursday of the week before your holiday. Please note that we do not give refunds for holiday periods, but you can extend your course. The maximum holiday extension is 1 weeks for every 12 weeks of study.

8.4 The College cannot guarantee to place you in the same class group or accommodation when you return from holiday.

8.5 Students should not take holiday during examination courses such as the International Foundation Year.

## 9. Accident & Medical Insurance

9.1 All students must have appropriate insurance. MC Academy recommends that all students take out travel/student insurance which is tailored to the needs of international students.

9.2 All students in Homestay accommodation are strongly encouraged to arrange insurance to cover:

- Medical treatment and personal risks.
- Damage to loss/theft of property.

## 10. Cancellations and Refund Policy

### **Course Cancellation Fee**

#### *Before Arrival:*

10.1 Notice of cancellation must be made in writing. Failure to provide written notification will lead to charges being made.

10.2 If a course is cancelled more than 6 weeks before arrival, a £100 administration fee plus the £60 enrolment fees.

10.3 If a course is cancelled less than 6 weeks before arrival, 50% of the course fee will be charged.

10.4 If a course is cancelled less than 2 weeks before arrival, no refund will be offered.

#### *After arrival:*

10.5 When a student commences a course they are expected to complete that course as stipulated in their offer letter. In the event that a student withdraws from a course, no refunds will be made in the following cases:

10.6 A student decides to withdraw or leave early from their course programme.

10.7 A student withdraws from course due to poor attendance or academic progress.

10.8 A student breaches the code of conduct resulting in expulsion.

10.9 In exceptional circumstances refunds of the remaining tuition fees can be agreed at the discretion of the Operations Director, please read policy on exceptional circumstances.

10.10 Students who wish to claim a refund must submit a request together with all official evidence (e.g. visa refusal letter) supporting their claim. Note: Refunds are subject to a £160 administration fee for English Language courses (£100 admin fees + £60 enrolment fees)

### **Accommodation Cancellation Fee**

#### *Before Arrival:*

10.11 If accommodation is cancelled more than 4 weeks before arrival, a £60 administration fee will be charged. 10.13 If accommodation is cancelled less than 4 weeks before arrival, depending on the student's choice of residence, 4 weeks of Residential accommodation and 2 weeks of host



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family accommodation will be charged.

10.14 If an accommodation is cancelled less than 1 week before arrival, 6 weeks of residential accommodation and 2 weeks of host family accommodation will be charged.

*After Arrival:*

10.13 Homestay Accommodation Students leaving homestay accommodation must give at least two weeks notice in writing on the first Monday of the two week period. Students will be refunded for any additional accommodation fees paid that exceed the two week period.

10.14 Residential Accommodation Residential accommodation will not be refunded for students who wish to leave earlier than their booked dates.

*Refunds:*

10.15 The completed refund request must be handed to a finance officer or submitted by post or via email, along with all supporting documents. Address details: Posted refund form can be sent to the following address:

MC Academy, 2nd Floor, Royal Buildings, 2 Mosley Street, Manchester, M2 3AN

Email to: [Finance@themcacademy.co.uk](mailto:Finance@themcacademy.co.uk)

**No refunds will be made in the following circumstances:**

10.16 Visa nationals who successfully obtain a visa based on our sponsorship.

10.17 The visa application is withdrawn by the student. In exceptional circumstances, refunds of the tuition fees/deposit can be agreed at the discretion of the Managing Director.

10.18 The student is asked to leave the country by the UK Border Agency.

10.19 If the visa refusal was due to the applicant providing misleading, or false documents to the embassy.

10.20 No refund will be given after issuing the required visa letter unless combined with the visa refusal letter

Note: Tuition and accommodation fees, will be refunded if a student's visa application is rejected minus a non-refundable admin fee of £100 for English Language courses plus any enrolment fees. This is subject to the original visa refusal letter being received by our Admissions Centre at least 2 days before the course is due to start. MC Academy does not take any responsibility for visa applications that are refused due to inaccurate information or false documents provided by the student. If refunds are made overseas there will be a £25 bank charge applied.

*Refund Policy*

10.21 Requests for tuition refunds can take up to 3 weeks procession time and longer during peak periods due to approval processes.

10.22 Once a refund is approved, we will ensure that refunds are issued to the student within 14 days of a decision.

10.23 In line with UK financial regulations, refunds will only be issued to the person or body who paid the fee. This could mean that the refund is paid to a third party sponsor who made the payment.

10.24 The student can be ensured that the refund will be processed as quickly as possible and unnecessary correspondence only delays the process.

Refunds in Exceptional Circumstances

MC Academy may consider a refund in the event of student withdrawal

(Before or during a course programme) only in the following exceptional circumstances:

10.25 Serious personal accident, injury or critical illness requiring long term medical care of student or close family member. Close family members are regarded as a parent, spouse/partner, child, brother or sister.

10.26 Bereavement of close family member.



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### *Non-Exceptional Circumstances*

MC Academy is fully committed to supporting students experiencing exceptional circumstances beyond their control which prevents them from studying. If possible we always try our best to offer course deferment. Please note that the following are not considered as exceptional circumstances:

10.27 Changes in general circumstances.

10.28 Changes in the student financial circumstances.

10.29 Academic difficulties.

10.30 Transferring to another educational institute.

Applying for a refund in exceptional circumstances.

A refund request for exceptional circumstances requires submitting of an Exceptional Circumstances Refund and must be supported by documentary evidence from an official source.

Documentary evidence includes:

10.31 An official death certificate.

10.32 A doctor's medical note.

10.33 Any other supporting documents or evidence which will help us to reach a decision such as a copy of the flight ticket and a scanned copy of the passport page with entry stamp to the home country.

10.34 The refund application form must be submitted within 28 calendar days from the date of the exceptional circumstance occurring.

10.35 All refunds approved are given in good faith and MC Academy reserves the right to refuse any request. The Operational Directors decision is final.

### *Payment of refunds in exceptional circumstances*

10.36 If approved, the remaining fees for the course will be refunded less two weeks tuition fees and an administration charge of £100 plus any enrolment fees, two weeks accommodation fees (if applicable) and deductions of any other miscellaneous costs incurred by MC Academy.

Please note, any prior discounts on tuition fees will become null and void and the student will be charged the full price for the weeks studied.

## **11. Visas**

11.1 It is the responsibility of the students to obtain a visa entry to study in the UK where required.

11.2 Students should consult the British Embassy or High Commission in their home country and refer to information on the UK Border Agency website at:

[www.ukba.homeoffice.gov.uk/studyingintheuk/adult-students/](http://www.ukba.homeoffice.gov.uk/studyingintheuk/adult-students/)

11.3 No visa support documentation will be provided until 30% of fees have been received.

11.4 MC Academy is committed to compliance with UK Visas and Immigration (UKVI) requirements and will pass on any information on student attendance and contact details in accordance with its responsibilities.

11.5 Students are required to immediately report to the College any changes in their contact details (address, telephone, mobile number) and/or changes in their circumstances affecting their immigration status and their permission to stay in the UK.

11.6 There are restrictions on students from outside the European Economic Association working, and details of these restrictions can be found on the UKVI website. Any student found to be working in contravention of these restrictions will be reported to UKVI and may be asked to leave the College.

11.7 MC Academy does not take any responsibility for visa applications that are refused due to inaccurate or false information provided by the student.



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## 12. Liability

12.1 MC Academy and its staff and representatives will not be liable for loss, damage or injury to persons or property howsoever caused, except where liability is expressly imposed by law.

12.2 MC Academy will not be liable in the event of any service contracted by MC Academy becoming impossible to supply for any reason or any cause outside the control of MC Academy.

12.3 MC Academy reserves the right to change the prices of their courses and accommodation without notice.

12.4 MC Academy reserves the right to change their code of conduct at any time.

12.5 Students will be liable for any damage to MC Academy property or facilities and for any harm caused to another student or member of staff and will compensate MC Academy against any loss.

## 13. Expulsion

13.1 MC Academy reserves the right to expel from the School, or evict from accommodation any student whose conduct is unsatisfactory. In the UK, that decision is final.

13.2 The expectations for student conduct are clearly laid out in the handbook and it is the student's responsibility to ensure they are well aware of them.

13.3 No fees will be refunded in such cases and any unpaid fees will become payable immediately.

## 14. Data Protection

14.1 Any information provided to MC Academy may be held on computers and will be used in accordance with its data protection registration and the national data protection laws applicable.

14.2 Each student is obliged to notify MC Academy of a change of address while enrolled on a course.

## 15. Privacy Policy

15.1 By submitting the registration form to MC Academy, the student agrees to the usage and storage of their information for MC Academy purposes only.

15.2 Students and their parents or guardians, where applicable, agree that the student's photo, quotes and details of achievements may be used for promotional purposes (printed and online) without written consent or notification.

## 16. Agents

16.1 All the above terms are applicable to direct students and agents unless variations are expressly agreed between the agent and MC Academy.

## 17. Governing law and Jurisdiction

17.1 These terms and conditions shall be governed in accordance with the Laws of England and shall be subject to the exclusive jurisdiction of the English Courts. MC Academy reserves the right to add, delete and modify these Terms and Conditions at any time without prior notice.

## 18. Force Majeure

18.1 MC Academy is not liable in the event where it is unable to fulfil any service to which it is contractually bound because of fire, natural disaster, acts of government, failure of suppliers or subcontractors, labour disputes or other reasons which are outside of its control.



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## 20. Equal Opportunities

20.1 MC Academy Ltd operates an equal opportunities policy. It aims to ensure that no applicant will receive less favourable treatment on the grounds of age, sex, marital status, disability, race, nationality, ethnic origin, sexual orientation, or political or religious belief.

## 21. Disability Policy

### 21.1 Policy Statement

MC Academy maintains a policy of equal access for all students, irrespective of their disability, subject to certain specific constraints of our site, buildings and curriculum. We are aware that special educational needs and disabilities may be assessed differently in many countries and therefore we may enrol students without knowledge of any educational needs. As a precaution, we ask all applicants to declare any known special needs, learning difficulties and disabilities in their application. All declared special needs are treated individually and discussed with the management team and Director of Studies. The school reserves the right to assess the needs of each student and make a judgement about the ability of the school to meet those needs. The school reserves the right to refuse the admission if it feels that it is unable to adequately cater for a student's needs which is subject to certain specific constraints of our site, buildings and curriculum. Students with special needs or a disability who have been accepted on a course will be risk assessed and a copy of the risk assessment will be placed in the register so that information is available for the teacher when planning.

### 21.2 Teaching and learning provision:

- Teaching and learning take place in dedicated rooms with available facilities
- Our staff does not specialise in Special Needs Education; however, they are trained on how to deal with particular student needs and teaching strategies as they arise.
- The school has two welfare officers who are available to all students.
- Students with sight or vision impairment might be responsible for purchasing their own learning resources.
- Teachers might be able to provide the class material on Friday for the following week

### 21.3 Access

- There is a lift.
- All facilities (reception, classrooms, computer room, library, prayer room, disabled toilet on the third floor) can be easily accessed.