



# MC Academy

## Terms & Conditions

[www.themcacademy.co.uk](http://www.themcacademy.co.uk)

### Our Accreditations



**Reviewed: June 2023**  
Next Review: December 2023

## MC Academy Terms & Conditions 2023

Please read these Terms and Conditions before you book a course with MC Academy. If anything stated in this document is not clear, then please 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

- i) 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.
- ii) 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.
- iii) The tuition fee for your course will be as stated in the offer letter received from MC Academy.
- iv) 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).
- v) In order for accommodation to be booked by MC Academy, depending on the type of accommodation chosen, 4 weeks homestay accommodation must be paid and full residential accommodation must be paid in advance.

### 2 - Minimum Age and Entry Requirements

- i) The minimum age for students at MC Academy is 16 years. There is no maximum age limit.
- ii) If any information provided in the application is incorrect, MC Academy reserve the rights to make the necessary changes to the student's enrolment at the student's expense and if necessary, ask the students to leave their course and accommodation without any refunds.

### 3 - Services

- i) 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.
- ii) In the unlikely event that MC Academy is unable to deliver your course in full, you may be offered enrolment in a suitable alternative course by MC Academy 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.
- iii) MC Academy reserves the right to refuse a student onto his/her desired course if he/she does not meet the criteria for entry. In this event he/she will be put onto a 'learner pathway' to his/her desired course, advised by a senior member of the academic team. If the student is unwilling to follow this pathway, MC Academy reserve the right to refusal on the course.
- iv) 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 a date later than your scheduled start date, you will not get a refund for the days you have missed.
- v) MC Academy does not permit the transfer of a student's course fees to another person.

#### **4 - Changes to Airport Transfer**

- i) 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.

#### **5 - Academic Progression**

- ii) Students are accepted into MC Academy on the strict understanding that progression through the course is conditional upon satisfactory attendance and successful target attainment.
- iii) Students are formally assessed on a regular basis. The assessment will take into consideration: coursework assignments, internal examination results, attendance and commitment to study.
- iv) 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.
- v) 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.

#### **6 - Classes at MC Academy**

- i) MC Academy reserves the right to change or cancel an advertised course.
- ii) In the event of a course being cancelled by MC Academy, the student will be offered an alternative course/dates or a full refund.
- iii) MC Academy reserves the right to change any teacher in any class.
- iv) 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.
- v) Books and other study materials:
  - If the student needs any books, CDs etc. for the private lessons, these will incur an additional cost in addition to the tuition fees.

#### **7 - Attendance**

- i) 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 MC Academy 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. Student Visa (previously known as Tier 4) students will be reported to the UKBA.
- ii) Students must arrive to class before the start time on their schedule and should arrive back from breaks promptly. The class teacher reserves the right to dismiss a student if he/she exceeds the lateness period (see induction).
- iii) If a student consistently arrives late to class, the student will be expelled from MC Academy with no tuition or accommodation refund.
- iv) If you miss a lesson, MC Academy cannot give a refund or allow you to take the lesson at some other time.
- v) In order for students to obtain a certificate or a diploma 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 students whose attendance rate is lower than 80%.

- vi) Upon completion of their course, students are entitled to a certificate if they study for 1-24 weeks, depending on their overall attendance. This applies to full-time and part-time courses (5, 10, 15, 20, and 25 hours per week).
- vii) Upon completion of their course, students are entitled to a diploma if they study for 25 weeks or more, depending on their overall attendance. This applies to full-time courses only (15, 20, and 25 hours per week). If a student studies a part-time course for 25 weeks or more, they are entitled to a certificate, depending on their overall attendance.

## **8 - Holidays and Public Holidays**

- i) Please see the School Calendar for dates of Public Holidays and other dates that MC Academy is closed (<https://themcacademy.co.uk/school-calendar/>).
- ii) 2023 Public Holidays: 2nd January, 7th April, 10th April, 1st May, 8th May, 29th May, 28th August, 25th December, 26th December. MC Academy will be closed on all bank holidays that apply to England. Students will not be granted extra classes for classes missed due to bank holidays.
- iii) 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.
- iv) MC Academy cannot guarantee to place you in the same class group or accommodation when you return from holiday.
- v) Students are entitled for 4 weeks of holiday per calendar year. This applies to all courses and courses of any duration at MC Academy.
- vi) When booking a holiday, students must book a holiday in a block of 5 consecutive days in one week.

## **9 - Accident & Medical Insurance**

- i) 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.
- ii) 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:

- i) All students in homestay accommodation are strongly encouraged to arrange insurance to cover:
- ii) Notice of cancellation must be made in writing. Failure to provide written notification will lead to charges being made.
- iii) If a course is cancelled more than 6 weeks before arrival, a £140 administration fee plus a £60 enrolment fee will be charged. The remaining course fees will be refunded.
- iv) If a course is cancelled less than 6 weeks before arrival, 50% of the course fee will be charged, plus a £140 administration fee and a £60 enrolment fee will be charged.
- v) If a course is cancelled less than 4 weeks before arrival, no refund will be offered. MC Academy is not liable for any refund request made outside of this time frame.

After arrival:

- vi) When a student commences a course they are expected to complete that course as stipulated in their offer letter/student invoice. In the event that a student withdraws from a course, no refunds will be made in the following cases:
- vii) A student decides to withdraw or leave early from their course programme.
- viii) A student withdraws from course due to poor attendance or academic progress.
- ix) A student breaches the code of conduct resulting in expulsion. In exceptional circumstances refunds of the remaining tuition fees can be agreed at the discretion of the Executive Director, please read policy on exceptional circumstances.
- x) 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 £200 administration fee for English language courses (£140 admin fees + £60 enrolment fees).
- xi) Refunds for course fees may be claimed up to one calendar year after the course start date stated on the student invoice, agent invoice, and offer letter. No refund may be claimed after this period.

### ***Homestay Accommodation Cancellation Fee***

Before Arrival:

- xii) If homestay accommodation is cancelled more than 4 weeks before arrival, a £60 administration fee will be charged.
- xiii) If homestay accommodation is cancelled less than 4 weeks before arrival, 2 weeks of homestay accommodation will be charged plus a £60 administration fee.

After Arrival:

- xiv) 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.
- xv) Refunds for accommodation fees may be claimed up to one calendar year after the course start date stated on the student invoice, agent invoice, and offer letter. No refund may be claimed after this period.
- xvi) If students wish to change their accommodation without a valid reason, they will be charged a £100 accommodation change fee to change host.

Refunds:

- xvii) The completed refund request must be handed to a Finance Officer or submitted by post or via email, along with all supporting documents. Posted refund forms 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)

### ***Studio Residence Accommodation Cancellation Fee***

Before Arrival:

- xviii) If studio flat accommodation is cancelled more than 4 weeks before arrival, a £60 administration fee will be charged.
- xix) If studio flat accommodation is cancelled less than 4 weeks before arrival, 2 weeks of accommodation fees will be charged plus a £60 administration fee.

After Arrival:

- xx) Students who have booked and paid for studio flat 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.
- xxi) Refunds for accommodation fees may be claimed up to one calendar year after the course start date stated on the student invoice, agent invoice, and offer letter. No refund may be claimed after this period.

Refunds:

xxii) The completed refund request must be handed to a Finance Officer or submitted by post or via email, along with all supporting documents. Posted refund forms 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:***

- xxiii) Visa nationals who successfully obtain a visa based on our sponsorship.
- xxiv) 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 Executive Director.
- xxv) The student is asked to leave the country by the UK Border Agency.
- xxvi) If the visa refusal was due to the applicant providing misleading, or false documents to the embassy.
- xxvii) 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 Administration Team 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***

- xxviii) Requests for tuition refunds can take up to 3 weeks to process and longer during peak periods due to approval processes.
- xxix) Once a refund is approved, MC Academy will ensure that refunds are issued to the student within 14 days of a decision.
- xxx) 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.
- xxxi) 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:

- xxxii) 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.
- xxxiii) Bereavement of close family member.

### ***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:

- xxxiv) Changes in general circumstances.
- xxxv) Changes in the student's financial circumstances.
- xxxvi) Academic difficulties.
- xxxvii) 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:

- xxxviii) An official death certificate.
- xxxix) A doctor's medical note.
- xl) 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.
- xli) The refund application form must be submitted within 28 calendar days from the date of the exceptional circumstance occurring.
- xlii) All refunds approved are given in good faith and MC Academy reserves the right to refuse any request. The Executive Director's decision is final.

### ***Payment of refunds in exceptional circumstances***

- xlili) If approved, the remaining fees for the course will be refunded minus two weeks of tuition fees, an administration charge of £200 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.

### ***Refunds on course books***

- xliv) Refunds on course books may only be claimed two weeks before the course end date stated on the student's invoice/offer letter.

## **11 - Visas**

- i) It is the responsibility of the students to obtain a visa entry to study in the UK where required.
- ii) 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/)
- iii) No visa support documentation will be provided until 30% of fees have been received.

- iv) 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.
- v) Students are required to immediately report to MC Academy any changes in their contact details (eg. address, telephone, mobile number) and/or changes in their circumstances affecting their immigration status and their permission to stay in the UK.
- vi) MC Academy does not take any responsibility for visa applications that are refused due to inaccurate or false information provided by the student.

## **12 - Liability**

- i) 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.
- ii) 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.
- iii) MC Academy reserves the right to change the prices of their courses and accommodation without notice.
- iv) MC Academy reserves the right to change their code of conduct at any time.
- v) 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**

- i) 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.
- ii) 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.
- iii) The expectations for student conduct are clearly laid out in the Student Handbook and it is the student's responsibility to ensure they are well aware of them.
- iv) No fees will be refunded in such cases and any unpaid fees will become payable immediately.

## **14 - Data Protection**

- i) 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.
- ii) Each student is obliged to notify MC Academy of a change of address while enrolled on a course.

## **15 - Privacy Policy**

- i) By submitting an application form to MC Academy, the student agrees to the usage and storage of their information for MC Academy purposes only.
- ii) By agreeing to the declaration on the application form, 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**

- i) 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**

- i) 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**

- i) 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.

## **19 - Equal Opportunities**

- i) 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.

## **20 - Offers and Promotions**

- i) MC Academy reserves the right to amend, change, or withdraw any offers and promotions available to students at any time.

## **21 - Free English Classes**

- i) MC Academy may offer free English language lessons (hereby known as 'free class' or 'free classes') to students as part of the CELTA teacher training programme.
- ii) MC Academy reserves the right to remove students from a free class if they are disruptive or do not conduct themselves in an appropriate manner.
- iii) The free classes offered at MC Academy are taught solely by trainee teachers studying a CELTA course at MC Academy. Trainee teachers studying with MC Academy are not employed by MC Academy.

## **22 - Disability Policy**

- i) 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.
- ii) Teaching and learning provision:
  - Teaching and learning take place in dedicated rooms with available facilities.

- Our staff members do 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 Welfare Officers who are available to all students.
- Students with sight or vision impairment might be responsible for purchasing their own learning resources.

iii) Access:

- There is a lift that provides access from the ground floor to the 2nd and 3rd floors where the classes take place.
- All facilities (reception, classrooms, computer room, library, prayer room, disabled toilet on the third floor) can be easily accessed.

## **23 - Accommodation**

### ***Conditions of Accommodation Booking***

- Accommodation with a host family can be booked for a minimum of 4 weeks. Students who stay more than 4 weeks can book extra nights at a daily rate.
- If a student wishes to extend their stay with a host family, they must pay for a minimum of 4 weeks, unless their course end date is less than 4 weeks, in which case, they can extend until their course end date.
- Please check our website to see when our Student Residence is available.
- The studio flat can be booked for a minimum period of 2 weeks. A £250 deposit (£200 deposit plus a £50 cleaning fee) is required before arrival. Any breakages, damages, or losses will be deducted from the £200 deposit. The £50 cleaning fee will be deducted from the deposit at the end of the student's stay at the studio flat.
- Students may only use accommodation provided by MC Academy if they have paid for and are attending a course at MC Academy.
- MC Academy is unable to arrange accommodation for students more than two days before their course start date or more than two days after a student's course ends.

<b>Last Review</b>	12th June 2023
<b>Next Review</b>	December 2023
<b>Reviewed by</b>	Krystian Griffiths