

## Terms & Conditions

### **1. GENERAL**

- 1.1. Katherine & King's College of London ("KKCL" or "the College") is a provider of English language courses, foundation programmes, further education courses, higher education courses, vocational courses, professional training courses and other courses ("the Courses"). All the courses are offered subject to availability.
- 1.2. By applying at KKCL, you agree to be legally bound by these terms and conditions, which are subject to review by the College and may be modified from time to time.
- 1.3. If the application form is signed on behalf of the student by his/her sponsor/guardian/representative, these terms and conditions will still apply.

### **2. ADMISSION AND COURSE**

- 2.1. Every effort has been made to ensure that the information contained in KKCL's Prospectus and Website is correct. The College will endeavour to deliver programmes and other services in accordance with the descriptions provided.
- 2.2. The College reserves the right to make variations to programme contents, entry requirements and methods of delivery, and to discontinue, merge or combine programmes, both before and after a student's admission to the College, if such action is reasonably considered necessary by the College.
- 2.3. In the event that, prior to the student commencing the first term of study for any programme offered by KKCL, the College discontinues the programme, the student may either (1) withdraw from the College without any liability for fees; or (2) transfer to such other programme (if any) as may be offered by the College for which the student is qualified. If in these circumstances the student wishes to withdraw from the College and to enrol in a course at a different College, KKCL shall endeavour to assist the student.
- 2.4. Once the student has commenced the first term of study:
  - 2.4.1. If the College's ability to deliver a programme or other services in accordance with the descriptions provided is compromised by circumstances beyond the reasonable control of the College, the student will not be eligible for refund. However, the College will endeavour to minimise disruption as far as it is practical to do so.
  - 2.4.2. If the programme is cancelled or substantially varied from descriptions provided by KKCL for reasons other than circumstances beyond the College's reasonable control, the College will try to provide a suitable replacement programme. If the student does not wish to accept the replacement programme, the student shall be entitled to withdraw from the programme. In the event of such withdrawal the College shall make an appropriate refund of unused course fees if eligible in accordance to section 3 of the terms and conditions.
- 2.5. If the College makes you an offer of a place, you must make sure that you are aware of any conditions on which the offer is based and that these conditions are met by the notified date, and that you're aware of the terms of the offer, for example, the year in which you start your programme and the length of your programme. If you are uncertain, please contact the College for confirmation of the details, before you accept the offer.
- 2.6. All declarations made on application forms are accepted in good faith. Any false declarations or failure to produce original documentary evidence when required may result in the final expulsion from the course to which he/she has been admitted. In such cases, the student will not be entitled to any refund.
- 2.7. Any financial requirement has to be met before a student's enrolment is accepted, according to the conditions on which the offer is based.
- 2.8. Once enrolled with the College, it is the students' responsibility to register with the relevant professional body, where applicable, or enter for any examinations held externally.
- 2.9. Unless otherwise stated, course fees charged by KKCL do not cover subscription fees with professional bodies & exam boards, external examinations fees and cost of study materials (i.e. books and manuals).

### **3. PAYMENT & REFUND**

- 3.1. The course fees advertised by the College are correct at time of issue. However, the College reserves the right to change any course fees prior to the course commencement date.
- 3.2. The college is not responsible for your bank charges. UK bank charges will be added to your cost, and are applicable to all methods of payment accepted by the college. A charge of £50 will be made to students for all dishonoured payments.

- 3.3. The College does not accept credit cards, debit cards and foreign cheques.
- 3.4. All course fees are payable in full before the course commence date unless otherwise agreed in accordance to 3.5. In regard to overseas students, the college requires all outstanding balances to be cleared once visa applications are approved by UKBA.
- 3.5. At the discretion of the College, students may be allowed to pay their course fees in instalments, but an administration fee will be added to the course fee. Any outstanding instalments are still payable if the student withdraws from the course.
- 3.6. The registration fee and administration fee is not refundable.
- 3.7. The College reserves the right to charge a cancellation fee of up to three times the registration fee and request all original documentation to be returned before processing any payments and/or refunds under any circumstance.
- 3.8. Any registration and/or subscription fee for professional association(s) is not refundable.
- 3.9. Course fee is refundable if a student decides to cancel his/her course no less than six weeks before the original course commencement date, subject to satisfying clause 3.7. No refund will be made to students who have been previously granted their request to delay, postponed or defer the commencement date of their study.
- 3.10. Course fee is normally not refundable if a student decides to withdraw from the course within six weeks of the original course commencement date. However a refund may be issued if for reasons beyond the student's reasonable control such as: a major natural disaster or a life threatening accident within six weeks of the original course starting date. This decision will be made on a case by case basis at KKCL's total discretion and is subject to satisfying clause 3.7.
- 3.11. Once the student has obtained a Confirmation of Acceptance for Studies (CAS) from the College no refund is available unless the visa application has been refused by UKBA, subject to satisfying clauses 3.12, 3.13, 3.14, and 3.15.
- 3.12. The College must be notified within 5 working days when a visa application has been refused. Failure to do so will release the College of any obligations to process any refunds and also waiver the student's right to request any refund.
- 3.13. If a visa application is refused on the grounds that the student failed to provide necessary documents, demonstrate adequate financial support or other reasons for which the student is accountable, the College accepts no responsibility to refund.
- 3.14. In the event of a refusal the student must apply for an administrative review, within the prescribed time. Failure to do so will release the College of any obligations to process any refunds and also waive the student's right to request any refund.
- 3.15. The College reserves the right to withdraw a student from College register and permanently withhold all previously paid fees if the student:
  - 3.15.1. Submitted fraudulent/falsified documents in his/her application to KKCL and UKBA.
  - 3.15.2. Deliberately failed to disclose required information on the KKCL application form.
  - 3.15.3. Attempted to defraud the UK immigration laws and regulations.
- 3.16. If a student decides to finish the course early or discontinues the course once the course has started, no part of course fees will be refunded or transferred except in such situations described in clause 2.4.
- 3.17. If a student arrives late for the start of the course, takes a holiday during the course, or is asked to leave the college because of serious misconduct or poor attendance, no refund is possible.
- 3.18. When accommodation is booked through the College, the booking fee and one month's rent as a deposit should be paid in advance at least one month before the start of the course. No fee can be refunded if a student withdraws the booking at any time. The minimum contract period is 3 months.

#### **4. ATTENDANCE**

- 4.1. Students are expected to attend classes regularly and on time. Overseas students must comply with the immigration rules set out by the UK Home Office.
- 4.2. Full-time students are required to maintain an attendance of a minimum of 85% throughout the duration of their courses and a minimum of 15 hours of daytime study per week.
- 4.3. Students are required to abide by all the College rules and regulations as of date and with any future changes as advised from time to time.
- 4.4. Part-time students should attend classes regularly or may be removed from the class due to poor attendance, under which circumstances no course fee will be refunded.

## **5. COLLEGE REGULATIONS**

- 5.1.** The College reserves the right to dismiss any student at any time for non-payment of fees. No fees will be refunded for any student dismissed under this clause.
- 5.2.** The College is required to inform the UKBA when a tier 4 student has been removed from the College. Where appropriate, the College will also provide information to the UK Border Police and the relevant local authorities to assist the deportation of such students.
- 5.3.** Fees are updated each intake and are payable by all students studying at the time unless they have paid full fees prior to the publication of the new fees. Any promotions and offers may have restricted eligibility and are subject to availability.
- 5.4.** KKCL reserves the right to change the course timetable, teachers, course specification, starting/ending dates and locations whenever the College deems necessary.
- 5.5.** Students are expected to conduct themselves at all times in an acceptable manner, breaches of the Student Code of Conduct and College Regulations may lead to expulsion and forfeiture of all fees.
- 5.6.** The College will report all illegal activities on college premises to the Police.

## **6. INDEMNITY**

- 6.1.** Each party will indemnify the other in respect of any costs, claims, demands, losses or liabilities (including reasonable legal fees) incurred by the indemnified party as a result of or arising in any way from a claim by a third party which results from any breach of the provisions contained in these terms and conditions.

## **7. DISCLAIMER**

- 7.1.** The College shall not be liable to anybody for any indirect or consequential loss at the premises of KKCL.
- 7.2.** KKCL's aggregate liability, however caused whether for breach of contract, negligence or otherwise (except in relation to death or personal injury), shall not in any event exceed either £500 or the actual amount that has been paid, whichever is the lower.
- 7.3.** KKCL Management reserves the right to amend the terms and conditions at any time.

## **8. SEVERANCE**

- 8.1.** If any provision of these terms and conditions is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible so as to affect the intent of these terms and conditions, and the remainder of the terms and conditions shall continue in full force and effect.

## **9. LAW AND JURISDICTION**

- 9.1.** These terms and conditions shall be governed by the laws of England and you agree to submit to the jurisdiction of the English Courts.

## Glossary of Terms

1. **Course fee**– Also referred to as deposit or tuition fee, it means the fee payable to secure a course of study, whether partially or the entirety.
2. **Subscription fee** – The fee payable, normally but not always, to external bodies for the registration of the student with their organisation, such as ABE or ACCA.
3. **External examination fee** – The fee payable to an external body with whom the student will be taking an exam.
4. **Cancellation fee** – The fee deductible or payable by the student as a consequence of cancelling a course of study.
5. **Registration fee** – The fee payable by or on behalf of a student wishing to join the college. Can be an initial fee paid before a full payment of course fee is made.
6. **Administration fee** – The fee that is chargeable, deductible or payable by the student in such circumstances such as setting up instalment packages and issuing letters.
7. **Booking fee** – The fee that the student is expected to pay up front for the reservation of accommodation made by the college.
8. **Legal fees** – The fees that may be chargeable due to a legal matter arising.