

## KKCL English Terms & Conditions (Adult English Courses)

### 1. GENERAL

- 1.1. KKCL English ("KKCL" or "the School") is a provider of English language courses, foundation programmes, vocational courses, and professional training courses ("the Courses"). All courses are offered subject to availability.
- 1.2. By applying to study at KKCL, you agree to be legally bound by these terms and conditions, which are subject to review by the School 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 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 School will endeavour to deliver programmes and other services in accordance with the descriptions provided.
- 2.2. The School reserves the right to make variations to programme content, entry requirements and methods of delivery, as well as discontinue, merge or combine programmes, both before and after a student's admission to the School, if such action is reasonably considered necessary.
- 2.3. All declarations made on application / registration forms are accepted in good faith. Any false declarations or failure to produce original documentary evidence when required may result in final expulsion from the course to which he/she has been admitted. In such cases, the student will not be entitled to any refund.
- 2.4. Unless otherwise stated, course fees charged by KKCL do not cover subscription fees with professional bodies & exam boards, external examinations fees and the cost of additional study materials.

### 3. PAYMENT

- 3.1. The School accepts bank transfer, cheque, cash and bank draft. The School does not accept foreign currencies and all payment must be made in GBP.
- 3.2. Bank charges and exchange rate differences must be paid at source, otherwise the student will be charged the balance on arrival. Non-UK EU countries need to add £6 to cover UK transfer fee.
- 3.3. We accept card payments in person, on our website and over the phone. There is a payment processing fee of 2% for all card payments. We also accept PayPal via our website with a payment processing fee of 3.7%. All processing fees are non-refundable
- 3.4. We recommend that you do not pay cash over the counter at our bank as this will incur a 3% payment handling fee.
- 3.5. The School does not store credit card details or share such details with any third parties apart from the payment processing company.
- 3.6. A charge of £25 will be made to students for all dishonoured payments.

### 4. CANCELLATION & REFUND

- 4.1. We strongly recommend that students take out insurance to cover fees and costs in case of cancellation or leaving early.
- 4.2. The registration fee and visa administration fee are non-refundable.
- 4.3. Refunds will only be submitted to the fee-payer. This will be done via the original payment method, except in the case of cash payments, where funds will be returned by check.
- 4.4. UK bank charge will be deducted from any refund made by KKCL via bank transfer.
- 4.5. Refunds will be disbursed within 45 calendar days of approval.
- 4.6. Refunds for accommodation fees are specified in section 6 of the terms & conditions.
- 4.7. Course Cancellation

#### 4.7.1. Cancellation by the student before the course starting date:

- All cancellations must be made in writing before the course commencement date and take effect from the date we receive such notice.

Notice before course commencement	Cancellation charge
31 days +	No cancellation charge
15 – 30 days	£150 cancellation charge
Under 14 days	£150 cancellation charge + 2 weeks tuition fee

#### 4.7.2. Cancellation by the School before the course starting date:

- In the event of KKCL cancelling a programme prior to the student commencing the first day of study, the student may either (1) withdraw from the School without any liability for fees; or (2) transfer to another suitable programme offered by the School.

#### 4.7.3. Cancellation by the student after the course starting date:

- If a student decides to finish the course early or discontinues the course once the course has started, no part of the course fees will be refunded or transferred.
- If the student wishes to alter his/her course (i.e. swapping class days or reducing study hours) after the course has started, it must be approved by KKCL, in which case there will be an admin charge of £25. No part refund of the course fee is possible.
- If a student arrives late for the start of the course, misses classes through illness or holiday, or is asked to leave the School because of serious misconduct or poor attendance, no refund is possible.
- KKCL may consider a refund if the student's ability to study at the School is compromised due to extraordinary circumstances beyond the student's reasonable control, such as a serious medical condition or life-threatening accident that is not covered by student insurance. This decision will be made on a case by case basis at KKCL's discretion.

#### 4.7.4. Cancellation by the School after the course starting date:

- If the programme is cancelled or substantially varied from descriptions provided by KKCL for reasons other than circumstances beyond the School's reasonable control, the School will try to provide a suitable replacement programme. If the student does not wish to accept the replacement programme, the student is free to withdraw from the course. In the event of such withdrawal, the School shall make an appropriate refund of unused course fees in accordance to section 3 and 4 of the terms and conditions.

### 5. VISA

- 5.1. Once a visa national student has obtained a Confirmation of Acceptance for Studies (CAS) or Visa Letter from the School, no refund is available unless the visa application has been refused by the Home Office.
- 5.2. If a student's visa application is refused, KKCL will issue a full refund of tuition fee upon the production of a valid visa refusal letter, less £150 cancellation charge. This is subject to satisfying clauses within section 4 & 5 of the terms and conditions.
- 5.3. The School must be notified within 7 working days of a visa application being refused. A full copy of the VISA refusal letter must also be produced. Failure to satisfy both of these requirements will release the School of any obligations to process refunds and also waive the student's right to request refund.
- 5.4. If the student has applied for an administrative review or made an appeal to the VISA refusal, no refund request can be made until the outcome of the process.
- 5.5. The School reserves the right to withdraw a student from the School register and permanently withhold all previously paid fees if the student:
  - 5.5.1. Submitted fraudulent/falsified documents in his/her application to KKCL and the Home Office.

5.5.2. Deliberately failed to disclose required information on the KKCL application form.

5.5.3. Attempted to defraud UK immigration and its laws and regulations.

5.6. Acceptance on a KKCL programme does not mean you will be automatically successful in applying for an UK VISA. The responsibility for the validity and accuracy of a VISA application lies solely with the student and it is the student's responsibility to ensure that he or she meets UK VISA requirements.

## 6. ACCOMMODATION

6.1. Accommodation details will be issued to the student after receipt of required fees. We will endeavour to release accommodation details 14 days prior to arrival.

6.2. Any special requirements (i.e. health, diet, WiFi internet) must be notified to KKCL at the time of booking.

6.3. Full Payment must be made to the School at the time of booking. No accommodation will be reserved until payment has been received.

6.4. All accommodation is subject to availability, and KKCL reserves the right to make changes to your accommodation arrangement without advance notice due to emergency/circumstances beyond the School's control.

6.5. If the student extends their accommodation booking, the School cannot guarantee the same accommodation will be available for the extension period. If a change of accommodation is needed, the student is responsible for paying for transfer service to the new accommodation.

6.6. We reserve the right to charge an administration fee for any changes of accommodation booking by the student.

6.7. If a student takes a holiday during their stay, they will still be charged the full rate for the period of absence.

### 6.8. HOMESTAY

6.8.1. All students must follow the rules as set out within the [Guide to Homestay](#).

6.8.2. KKCL will do endeavour to meet all special requests, particularly those relating to health and diet, but cannot guarantee that this will always be possible.

6.8.3. Viewing before booking is not possible. However, the School can supply a prepared accommodation profile for each homestay provider.

6.8.4. Homestay providers cannot accept students arriving between 23:00 and 07:00. If the student has a late flight, the student will need to organise different accommodation for the first night.

6.8.5. All charges are on a per week basis, and not a 'calendar month'. Extra per-night charges will be incurred for students staying extra nights.

6.8.6. If a student wishes to change accommodation, they will be required to either 1) give a minimum of 2 weeks' notice to the school, or 2) forfeit 2 weeks accommodation fees. The only exception to this is in the event that the change has been caused due to gross negligence on the part of the accommodation provider. All changes to homestay providers are subject to availability.

6.8.7. No charges will be incurred if the student cancels or postpones homestay with at least 2 week's notice. However, cancellation or postponement by the student less than 2 weeks prior to arrival, will incur a charge of up to 2 weeks of accommodation fees.

6.8.8. KKCL will refund pro-rata accommodation fees if it needs to cancel or postpone a homestay and is unable to provide an alternative.

### 6.9. RESIDENCE & HOTEL

6.9.1. By agreeing to the Terms and Conditions outlined for Residence & Hotel, the student is also agreeing to the terms of the Licence to Occupy and the Residence Rules for the chosen Residence. A copy of the [Licence to Occupy and the Residence Rules](#) is available to download from the website and will be sent to the student before arrival.

6.9.2. All charges are on a per week basis, and not a 'calendar month'. Extra per-night charges will be incurred for students staying extra nights.

6.9.3. No charges will be incurred if the student cancels or postpones their stay in a hotel or residence with at least 4 week's notice. However, cancellation or postponement by the student less than 4 weeks prior to arrival, will incur a charge of up to 4 weeks of accommodation fees, or the whole accommodation fee, whichever is lower.

### 6.10. SERVICED APARTMENT

6.10.1. The serviced apartments booking service requires student to pay an upfront charge of £150. This is non-refundable.

6.10.2. Viewings can be arranged prior to acceptance, although this at the discretion of the accommodation provider.

6.10.3. Due to high demand, the School cannot hold or guarantee availability until instructed in writing by the student to proceed with the booking, and the required deposit received and cleared in our bank account. Once these conditions are met, the School will commit your deposit to the accommodation provider and sign the accommodation contract on your behalf.

6.10.4. In the unlikely event that KKCL is unable to secure the booking, the full deposit will be returned.

6.10.5. All rates and availability are subject to change until the accommodation contract is signed.

6.10.6. 5% is charged on top of the total rent value as a service fee.

6.10.7. Payments for serviced apartment must be made 4 weeks in advance throughout the student's stay. If the student falls behind with accommodation payments, they will be asked to leave the accommodation.

6.10.8. Bookings for serviced apartment cannot be altered or cancelled once the deposit has been committed to the accommodation provider.

6.10.9. Students will be asked for credit card details with their booking. This is to cover the cost of any breakages or other damage to the property.

## 7. TRANSFERS

7.1. Students must let the School know if they would like an airport transfer to be arranged. The school must receive details of the student's flight, arrival airport, arrival time, flight number, airline and point of origin, at least 2 weeks before arrival. If students do not provide this information, the School will be unable to arrange transfer and no refund will be given for the transfer fee.

7.2. If any transfer information changes, the School must receive the updated details in writing at least 72 hours before departure. Please note that if the School is unable to cancel the original transfer booking, the student will need to pay additional charges

7.3. In the case of any issues at the airport, please contact the 24-hour emergency number. This will have been emailed to you prior to departure.

7.4. Transfers will only be booked upon receipt of full advance payment.

7.5. Transfers are normally booked for one hour after the scheduled arrival time to allow time for luggage and immigration clearance.

7.6. A surcharge is applicable for excessive (over 30 minutes) delays upon arrival.

## 8. SCHOOL REGULATIONS

8.1. The School reserves the right to dismiss any student at any time for non-payment or late payment of fees. No paid fees will be refunded for students dismissed under this clause.

8.2. 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.

8.3. Full-time students are required to maintain an attendance of minimum 85% throughout the duration of their course and a minimum of 15 contact hours per week.

8.4. Part-time students are required to maintain an attendance of minimum 75% throughout the duration of their course.

8.5. Breaches of the [Student Code of Conduct and School Regulations](#) may lead to expulsion.

8.6. In the event of expulsion due to inappropriate conduct as set out in the Student Code of Conduct and School Regulations, there will be no refund of unused tuition and accommodation fees and the student will not be allowed to stay in KKCL accommodation. Repatriation is at the student's own expense.

## 9. COMPLAINTS

9.1. KKCL is committed to providing the highest level of customer care. If any student is not satisfied with the School's service, please request a copy of our [Complaints Procedure](#) from the reception.

**10. PRIVACY & PHOTOGRAPHY**

- 10.1. By making a booking with KKCL the student is agreeing to the storage and use of their information for KKCL's purposes only.
- 10.2. KKCL will share students' personal details only with third party providers who are contracted to provide a specific service on behalf of KKCL and require the information to perform their function (e.g. taxi transfers, accommodation providers). KKCL will pass on student details to UK government agencies if legally required to do so.
- 10.3. Photographs will be taken of each student at the beginning of the course for identification cards.
- 10.4. KKCL may use photographs or videos taken during the course in promotional materials such as brochures, handbooks, websites and social networking sites. Students who do not wish for their photograph or image to appear in such material should inform KKCL in writing before start of the course.
- 10.5. Please see KKCL's website for cookies and online privacy policy.

**11. FORCE MAJEUR**

- 11.1. KKCL is not liable for failure to perform its obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane, infectious diseases or pandemics or other natural disaster that are beyond the reasonable control of the parties), 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, internet or telephone service. Refunds will not be made in such circumstances.
- 11.2. In the event of an outbreak of infectious disease, all students and or parents/guardians are required to comply with rules regarding quarantine as set by government agencies or by the School.

**12. LIABILITY**

- 12.1. KKCL will only be responsible for loss or damage suffered by a student which occurs as a foreseeable result of KKCL's breach of the terms and conditions or its negligence.
- 12.2. KKCL will not be held liable for loss, damage, or injury to persons or property while attending the School. The student is solely responsible for the safety of any personal property they bring to the School, including any post sent to them at the School and exam results or certificates.
- 12.3. Students must pay for any damages caused by them to KKCL property or to property in which they are housed.

**13. SEVERANCE**

- 13.1. 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.

**14. LAW AND JURISDICTION**

- 14.1. These terms and conditions shall be governed by the laws of England and English courts will have exclusive jurisdiction to settle any disputes that may arise out of the terms and conditions.