

# Terms and Conditions

## Terms and Conditions

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### For Pre-University and Foundation programmes in the UK

*Last updated August 2019*

Kings reserves the right to change prices/course timetables etc. at any time prior to registration and to make additions or amendments to these terms and conditions by giving one month's written notice to all affected parties.

#### Acceptance of a place

To accept a place you will need to make an Acceptance Payment and return a signed copy of our Acceptance Forms sent with the offer of a place. A place on the course and in accommodation is not held until these are received. Once received, a place on the course and in the selected accommodation is held until further fees become due 4 weeks prior to the start of the course.

#### The Acceptance Payment comprises:

Registration Fee (including initial CAS fee if required free of charge) and Refundable Deposit.

#### Visa documentation

Once we have received the Acceptance Payment and a full set of application documents and have checked all relevant visa documentation we will issue a CAS.

#### Payment of fees

All fees are due 4 weeks prior to the start of the course. The place may be at risk if we do not receive payment on time. Details of how to pay are included on our invoices and Fee Confirmations. Payment by termly instalment is available on request for courses of a minimum of 3 terms. Fees generally increase by inflation annually so payments by instalment may be subject to fee increases. In the event of late payment, a monthly interest charge of 2% will be applied. Students will not be allowed to attend classes as long as fees are outstanding and may be required to leave the course.

## Cancellation

**In the case of a cancellation, the registration fee and insurance fees are non-refundable.**

### Due to visa refusal:

Any tuition and accommodation fees paid will be refunded to the fee payer plus the deposit on production of the visa refusal letter. However, accommodation fees will be retained if you have asked us to hold accommodation for you after the start of term while you wait for your visa. No refunds are given if the visa application was refused because it was not considered to be genuine.

### For any other reason more than 4 weeks prior to the start of the course:

Any tuition and accommodation fees paid will be refunded plus deposit.

### For any other reason less than 4 weeks before the start of the course:

Any tuition and accommodation fees paid will be refunded and the deposit retained.

### For any other reason after the start of the course:

A full term's notice is required, so tuition and accommodation fees will be retained accordingly and any remaining balance refunded including the deposit. Deposits are not refunded if fees in lieu of notice are due and have not been paid in full.

Will my fees be refunded?	Visa refusal	More than 4 weeks	Less than 4 weeks	After course start
<b>Registration fee</b>	No	No	No	No
<b>Insurance fee</b>	No	No	No	No
<b>Deposit</b>	Yes	Yes	Yes <sup>1</sup>	Yes
<b>First term's tuition &amp; accommodation</b>	Yes	Yes	Yes	No
<b>Any additional terms paid</b>	Yes	Yes	Yes	Yes <sup>2</sup>

<sup>1</sup> Deposits are not refunded if fees in lieu of notice are due and have not been paid in full

<sup>2</sup> A full term's notice is required, so tuition and accommodation fees will be retained accordingly and any remaining balance refunded including the deposit

## Post arrival refunds

**Bank charges:** All refunds are paid minus any bank charges.

**Tuition and Accommodation Fees:** Any fees paid in excess of one term refunded to the fee payer if notice has been given to cancel/withdraw.

**Deposits:** Refunded to the fee payer minus deductions for any disbursements or damages within 21 days after student's departure.

**Late arrivals:** No refunds or deductions for tuition or accommodation for students who arrive after the start of term.

**Exclusions:** No refunds are given for students excluded from school for disciplinary reasons.

**Insurance:** No refunds are given.

## Withdrawal

A full term's notice in writing to the Principal is required to withdraw from a course or accommodation after it has started. Any refunds are given after a term's tuition fees are deducted as a cancellation charge in lieu of notice.

## Academic decisions

The Colleges reserve the right to determine the best course of study for any student and to exclude from class any student who, for reasons of ability or performance is not qualified to enter or remain in that class. Students will not be allowed to start any part of their study plan for which they have not reached the minimum entry requirement.

## Discipline

If a student's work, attendance or conduct is unsatisfactory, they will be subject to the College's disciplinary procedures. These procedures may lead ultimately to exclusion. In the event of exclusion, fees are not refunded.

## Attendance

Attendance is compulsory for all students and is a condition of a UK visa. Non-attendance of visa nationals is reported to UKVI.

## Deferrals

Students may defer entry to the next intake once. If a further deferral is required, a student's application may need to be reassessed.

## Accommodation

Kings acts solely as agents (and not as principals) in the arranging and providing of homestay accommodation for students.

Notice to withdraw from homestay or residence is one term.

Prices are per term. No refund is given for early departure but a charge will be made for any extra nights.

Students who move out without the proper notice period will be charged one term's fees in lieu of notice.

### **Private accommodation**

Students under 18 wishing to move into private accommodation must seek approval from the Principal and provide written consent from parents.

### **Guardianship**

At Kings it is a requirement until the end of the term in which the student becomes 18. We reserve the right to insist that any student has a Guardian while studying with us if we consider it to be necessary.

### **Personal, Social, Health Education for under 16s**

Personal, Social, and Health Education for under 16s is a compulsory part of the National Curriculum in the UK and students will receive sex education as a part of their GCSE studies unless parents/guardians request in writing to the Principal for their child/ward not to participate in these lessons.

### **Consent for activities for under 18s**

The trips and activities covered by this consent include:

All term-time educational visits/trips and adventure activities, and off-site leisure and sporting fixtures whether organised by Kings or by a third party provider (including residential trips), which take place during the term of the course but may occur during or outside usual teaching hours or at weekends. We will send you information about any trip or activity before it takes place if we believe that it presents an unusually high risk. We shall take a common sense and proportionate approach to any risks posed by an out of school activity. We shall ensure that any providers of activities or transport are appropriately licensed (under such legislation as the Adventure Activities Licensing Regulations 2004). You can, if you wish, tell the school that you do not want your child to take part in any particular school trip or activity. Details of the type of activities and trips we consider covered by this consent are set out in our literature and brochures and can be viewed on our website.

### **Liability**

Kings Education will not be liable under any circumstances for any failure to provide services whatsoever if that failure is caused directly or indirectly by industrial action or by circumstances beyond the College's control. Any damage caused by a student to College property, to the homestay property or to a residence, whether intentional or accidental will be charged to the students responsible. Students in residential accommodation are jointly and severally liable for shared facilities and the College reserves the right to recover costs or damage and exceptional cleaning.

### **Insurance**

All Kings' students must have appropriate accident and medical insurance. Insurance to cover personal property, breakages, loss, damage and cancellation fees is advised. Kings recommend Endsleigh Insurance which will be arranged for you on receipt of your Acceptance Payment unless proof of alternative cover is provided. Proof of alternative cover must be provided to confirm a student's place.

## Data Protection

Any information provided to Kings may be held on computer and used by Kings in accordance with its Data Protection registration and the UK Data Protection law. Kings is obliged to provide UK contact details and attendance information to UKVI.

## Public holidays

Kings colleges are closed on public holidays and there are no classes on these days. There is no reduction in tuition fees for public holidays.

## Jurisdiction

In any dispute arising out of this contract, the parties expressly agree to submit to the jurisdiction of the courts of England and Wales having jurisdiction in the matter in question.

## Complaints

If you wish to make a complaint please consult [our complaints policy](#).

## Kings Policies

[Go to all Kings policies](#)

**Kings Under 18s guide** outlining consent, supervision, curfews can be found here: [KingsUnder18sGuide.pdf](#)