

Terms and Conditions

Terms & Conditions of Enrolment

The application form and these enrolment terms ("Terms") set out the basis of your application to be enrolled as a student at Western International College ("College", "we", "our") and will form part of any agreement between Western International College and you ("the Agreement").

The Terms set out your rights and obligations, as well as our obligations and limitations of our liability to you. Therefore, it is very important that you read and understand these Terms before you complete the application form. If you do not understand any part of this document, please discuss it with one of our employees before submitting your application form.

Please note that special terms and conditions may apply in relation to students requiring visas and to EEA students, where indicated on the application form and/or in these Terms.

1. Application and Enrolment

1.1 The application form (once accepted by us in accordance with clause 1.3) and these Terms set out the whole agreement between us. Please check that the details in the application form are complete and accurate before you submit your application form. If any of these Terms are inconsistent with any term of the application form, the application form shall prevail.

1.2 By submitting the application form:

- (a) You offer to enrol on your chosen course on these Terms, and we may accept or decline your offer for reasons such as non-eligibility or oversubscription for the relevant course;
- (b) you agree to pay a non-refundable registration fee of £50. We cannot consider your application if the registration fee and other documents listed on the application form is not enclosed.

1.3 On receipt of your completed application form and the registration fee, we will check that you satisfy the eligibility criteria to undertake your chosen course. If you do not satisfy the criteria, we will either suggest an alternative course (where appropriate) or refuse your application. If you satisfy the criteria, we will send you a conditional acceptance letter. You must sign the student acceptance form and return it to us with the first years tuition fees. On receipt of the form and the relevant course tuition fees, we will send you a confirmation of acceptance of studies ("CAS") or an unconditional enrolment certificate and a statement of paid tuition fees at which point an agreement between us will be formed. To accelerate the enrolment process, you can send your tuition fees with your application form and non-refundable registration fee. If we do not accept your application, we will refund the tuition fees less the registration fee to you in full.

2. Payment of Fees and Additional Costs

2.1 The course tuition fees are detailed on our fees list (which can be found on our course

information sheets and/or on our website). You may be required to pay additional administration costs and/or third party costs for the reasons set out in clause 2.6. Such additional costs are specified in our fees list ("Additional Costs").

2.2 Full payment of fees and for each academic year and any registration fee must be made before or at the time of enrolment unless we in our absolute discretion agree that you may pay course fees in instalments. There may be a charge for this instalment facility, depending upon the course.

Students who are eligible to pay by monthly instalments must pay a minimum deposit of £1,500 (or full Fees if less than £1,500) plus the registration fee. This deposit payment should be made at least four weeks before the start date of the course. Any initial payment(s) in accordance with an agreed instalment plan must be made before or at the time of enrolment.

2.3 The College will only accept student enrolments upon receipt of payments in accordance with clause 2.2.

2.4 We may in our absolute discretion agree to accept payment of your fees (and Additional Costs) by a third party (for example, a family member, an employer or another sponsor acceptable to us (a "sponsor"), in which case you must ensure your sponsor is made aware of these Terms before you submit your application form. You are responsible for payment of your Fees and any Additional Costs even if you arrange for a sponsor to pay these on your behalf. Our agreement shall be with you and not with any sponsor, who shall not be party to this agreement.

2.5 The Fees are, as far as we are aware, correct at the time of publication. You can fix your Fees and any relevant additional costs by paying them in full at the time of application or before the course starts.

2.6 In addition to the tuition fees, you may also be required to pay the following Additional Costs:

(a) administration fees payable to us, including:

- (i) a non-refundable registration fee;
- (ii) if you are a non-EEA student, to return Fees paid by You following Your visa refusal;
- (iii) charges will apply for any late or dishonoured payments ("Default Payments");
- (iv) a fee for any course transfer or course deferral granted
- (v) courier charges;
- (vi) re-attendance fee if you wish to re-attend your course or any part thereof;
- (vii) a reasonable charge for providing you with records, references in accordance with clause 12.1 or for providing you with any archived documents;
- (viii) a reasonable charge if we agree in our absolute discretion that you may pay your fees in instalments;
- (ix) Charges we may reasonably incur as a result of your failure to comply with these

Terms or the Student Handbook.

(b) Fees payable to third parties, including;

(i) examination entry fees payable on dates specified by us to us or to any external examination centre. If you fail to pay such examination fee by the due date, you cannot sit the relevant examination;

(ii) student membership and professional body fees;

(iii) a re-sit fee if you wish to re-sit an examination;

(iv) any other costs or expenses that you may incur in the course of your studies or in connection with this agreement (including without limitation, the costs of purchasing textbooks, course materials, your accommodation, food and travel costs.)

2.7 Unless you pay all your Fees and all relevant Additional Costs on application or before the course starts, then such Fees and Additional Costs may be subject to an annual increase of not more than (15% percent) and you will be required to pay any such increase in the Fees and relevant Additional Costs during your course for the part of your course still to be completed. Such increases may include without limitation, increases in the Consumer Price Index and increases as a result of changes in any applicable taxation and changes by regulatory, professional or academic bodies. For the avoidance of doubt, we have no control over or responsibility for fees payable to third parties as described in clause 2.6(b).

2.8 Students whose funding will come from outside the UK should apply immediately for the necessary transfer of funds to us. The College will not agree to the postponement of payment of Fees because of exchange control problems.

2.9 You may pay tuition fees by one of the following methods after receipt of their Unconditional Enrolment Certificate:

(a) Bankers draft or cheque made payable to Western International College and posted to the college using reliable postal service.

(b) Direct transfer to the College bank, by obtaining account details from the College. The College should be informed promptly of any bank transfers made and copies of proof of payment should be sent to us to speed up the enrolment process.

2.10 Where payment of your application fee and where relevant a deposit is by cheque or bank transfer, we will not process your application until the cheque or funds have cleared. A minimum of eight working days should be allowed for clearance of cheques drawn on a UK bank and 28 days in the case of foreign drafts.

2.11 If you fail to pay any part of your Fees or any Additional Costs for any reason, we reserve the right (at our discretion) to take one or more of the following actions:

(a) suspend or exclude you from your Course;

(b) prevent you from registering for your course examinations;

- (c) prohibit you from sitting your course examinations;
- (d) with hold your exam results and any certificate;
- (e) with hold any documentation required for a visa extension;
- (f) take legal action against you to recover the Fees and any of your Additional Costs, plus our reasonable expenses for the costs of taking such an action;
- (g) terminate this agreement on written notice;

3. Your Obligations

3.1 You represent, warrant and undertake that all the information provided on your application form is complete, up-to-date and accurate in all respects.

3.2 In the case of non-UK students, you must provide us with satisfactory evidence that you meet the current English language requirement specified by the British government or any other relevant regulatory, professional or academic body in order to complete your course. Even if you have provided such evidence, we may terminate this agreement at our discretion if we consider that you do not meet the relevant English language requirement.

3.3 You are required to:

- (a) enrol at the start of your course and at the start of each subsequent year of your course;
- (b) register with any applicable professional bodies as a student member and to register for examinations in good time;
- (c) comply with these Terms, the student handbook (as set out in our prospectus or on our website), and the reasonable requests of our employees, authorised contractors and agents;
- (d) bring to your classes the relevant textbooks and any other course materials which form an essential part of class work;
- (e) keep informed about announcements, deadlines and important activities by checking notice boards and the College intranet from time to time;
- (f) comply with all requirements for attendance imposed by law, regulation or judicial order at any time. These may include criminal checks, health checks, adherence to the English language requirement in accordance with clause 3.2 and other conditions of conduct;
- (g) keep us informed of:
 - (i) any change in your visa status; and

(ii) any changes to personal information (including your home address and next of kin) provided in your application form;

(h) declare any criminal charges pending against you and any criminal convictions on your application form or immediately after receipt of any such charge or conviction if these arise during your course;

(i) behave appropriately at all times and in such a manner as not to:

(i) cause a nuisance, injury or damage to other persons (in particular, other students, our employees, authorised contractors, agents and any visitors) or to any of our property;

(ii) impede or prevent the provision of any programme of study offered by us; or

(iii) cause damage to our reputation;

3.4 If you fail to comply with your obligations under clause 3.3, we may at our discretion:

(a) notify you of such failure and where appropriate arrange a meeting with you; and / or

(b) If your breach is material or persistent, dismiss you with immediate effect from your course and terminate the Agreement at any time immediately on written notice.

3.5 You are required to notify us when submitting your application form or as soon as possible thereafter of any medical condition (including pregnancy) and any health care or medical procedures you may require during the course, if this may affect your ability to fully attend the course. If an independent medical practitioner acting in their reasonable discretion considers that any medical procedures you notify us of in accordance with this clause 3.5 are avoidable or could be undertaken at another time (other than during the period in which the course is ongoing), then we may terminate the Agreement immediately on written notice.

3.6 You are required to attend your course in full. You must indicate your attendance at each class (by signing an attendance register or as we may otherwise specify) and notify us immediately if you are unable to attend all or any part of the course. A medical certificate is required if there is more than three days consecutive absence owing to illness. If your attendance (regardless of the reason for any absence), in our reasonable discretion is not of a satisfactory standard, we will provide written notice to you that continued failure to attend the course may result in your dismissal from the course. If, following such notice, your attendance on the course in our reasonable discretion continues to be unsatisfactory, we reserve the right to dismiss you with immediate effect at any time from the course and terminate this Agreement. Being late for class is not only detrimental to the academic progress of the latecomer, but is disruptive for the entire class. Students arriving late may be marked absent.

4. Our Rights and Obligations

4.1 We shall provide an education service with reasonable skill and care.

4.2 Course start and end dates in the academic calendar are on our website and are not expected to change. However, we reserve the right to alter dates, make variations to the contents and

methods of delivery of, to discontinue or to merge or combine courses in order to facilitate or improve the provision of any course and its examinations, if such an action is considered necessary by us.

4.3 These terms are reviewed by the College from time to time, including without limitation the terms of payment or refund of fees. The College reserves the right to change or amend the Terms, Fees Policy and Financial Regulations and we will give you prior notice of any such changes. The most current document will apply.

4.4 In the event that any change we make pursuant to clause 4.2 or 4.3 substantially varies our Agreement, you may choose to withdraw from the course and terminate our Agreement and we will provide you with an appropriate refund.

4.5 [We will inform, advise and assist students in relation to examination entry procedure but it is your responsibility to register with the relevant professional bodies or professional bodies as student members and to register for examinations in time.

4.6 If we have any cause for concern for your health, finance or academic performance, you agree that we may involve you parents, sponsor or other appropriate professionals and may disclose your personal data (including health information) to them to the extent necessary to do so.

5. Visa Compliance

5.1 If you require a student visa in order to study, you may only enrol on full time courses and the following terms in this clause 5 will apply to you. Please read these carefully before submitting your application form to us.

5.2 You must apply to us for a CAS by completing the relevant section on your application form and provide us with any documentation we may reasonably request (which may include without limitation providing us with evidence that at the time of application or on enrolment you have sufficient financial resources to maintain yourself for the duration of your course).

5.3 By submitting your application form, you represent, warrant and undertake that you are entering into this agreement for the purposes of completing your course and not for any other purpose, including without limitation to seek employment or healthcare in the UK during the period of the course.

5.4 If you meet the relevant criteria, we will assign you a CAS in accordance with clause 1.3 to enable you to apply for UK entry clearance or leave to remain as a student. For the avoidance of doubt, UK Border Agency ("UKBA") grants such applications within its sole discretion and we do not accept any responsibility for the success of any student visa application.

5.5 You must adhere to all rules, regulations and requirements as stipulated by UKBA and by us regarding student visas. UKBA rules, regulations and requirements are available to read on <http://www.ukba.homeoffice.gov.uk/studyingintheuk>.

5.6 If you have work restrictions on your visa you must adhere to them. If we discover that you are working during your course times or more than you are legally allowed, you will be immediately

excluded from the College and reported to the UKBA.

5.7 You must provide us with a copy of your student visa immediately on receipt and in any event prior to the course start date and inform us immediately if there is any delay in receiving your student visa.

5.8 You must inform us immediately if your visa application is refused.

5.9 You represent, warrant and undertake to us that in the event of termination of the Agreement for any reason, you will not proceed with any visa application on the basis of your cancelled application. Please note that we will cancel any CAS we may have issued or, in the event that this is not possible, we will notify the UKBA or the relevant British Post of your cancellation.

5.10 Unless you receive further leave to remain, you must complete your course within the timeframe specified in your CAS, failing which we may dismiss you from the course and terminate this agreement immediately on written notice. In the event you are unable to complete the course due to illness or for any other reason, we will use all reasonable endeavours to accommodate you on a later course to enable you to undertake the remainder of your course. In the event of such deferral, we may need to cancel your CAS (to comply with our UKBA requirements) and require you to reapply in accordance with clause 1.2 and 1.3.

5.11 We are required to provide certain information about you to the UKBA if you do not comply with UKBA rules, including but not limited to where:

- (a) fail to enrol in your course;
- (b) your overall attendance is not deemed acceptable under UKBA requirements;
- (c) there is in our reasonable discretion a lack of progress in completing your course; or
- (d) you successfully complete your course in a shorter period than originally planned; or
- (e) you cancel or we dismiss you from the course for any reason; or
- (f) for any other reason at the UKBA's reasonable request.

5.12 Subject at all times to your compliance with these terms and with UKBA regulations, we will issue a CAS for your visa application for further leave to remain. You agree to send us a postal receipt as a confirmation of submission of your visa application form and keep us updated on the progress of your application. After you have submitted your visa application form, UKBA will issue a biometric appointment letter, which you should receive by post. You must bring this letter to the College, failure to do so may result in us dismissing you from your course and terminating this Agreement.

5.13 Before you complete your course, you must inform us in writing if you are:

- (a) leaving the UK (either to return to your home country or otherwise); or
- (b) remaining in the UK and, if so, on what basis (for example, as a student undertaking a further course of study); and

(c) provide us with supporting documentation as evidence of your plans (for example, a copy of your return air flight ticket or an enrolment offer) If you fail to provide us with relevant information we require pursuant to this clause 5.13, we may (at our absolute discretion) withhold references.

6. Cancellation Rights, Course Transfers and Termination

6.1 We will refund any Fees less the registration fee if we do not accept you on the Course.

6.2 You may withdraw from the course up to one month before the start date of your course, in which case this agreement will terminate and we will refund your fees (less administration charges and any other additional cost) in accordance with clause 7.

6.3 Where you enrol within a month of the start of a course then a seven (7) day cancellation right will apply as if you submitted your application form by post or email (but not when you submit it in person). You are entitled to cancel the Agreement within seven days from the date you receive confirmation of acceptance on the course in accordance with clause 1.3. If you decide to cancel our Agreement, you must notify us within this seven day period by post, or email at the contact details provided on our website. In the event of cancellation in accordance with this clause 6.3 we will, provided you comply where applicable with clause 7.8(b) and bear all the costs associated with doing so, refund any fees already paid by you (or by your sponsor) within 30 days of receiving such notice.

6.4 In addition to the termination rights set out in these Terms, either party may terminate the Agreement with immediate effect in the event of a material or persistent breach by the other party by providing written notice to the breaching party.

7. Refund Policy

7.1 A full refund of Fees will be made if we are able to advertise and accept another student onto the course. Please note that we may not be able to accept another student on the course (for example, where the course has started before or shortly after you withdraw).

7.2 In the event that we are unable to accept another student on the course, we may retain from the Fees paid to us all costs reasonably incurred and losses suffered as a result of such cancellation or termination, including without limitation administration costs, any payment by us to agents and other third parties in assisting in your recruitment, your tuition and assessment costs up to the date of such cancellation or termination.

7.3 In the event of a visa refusal, if the College is informed of the refusal after the commencement of any semester, the student may be entitled to a refund of the Fees paid for the subsequent remaining semesters only but will not be entitled to pro-rata refund of the tuition fee for the semester in which we are informed of the refusal or any previous semester.

7.4 Except as provided in clauses 6.3 or 7.1 students not completing their studies for any reason

will not be eligible for a refund, discount or credit and will be liable for the outstanding fees.

7.5 Refunds will be made to the student unless the person or organisation that initially made the tuition fees payment is noted as the recipient on the original refund form.

7.6 Refunds arising other than as a result of cancellation under clause 6.3 will be subject to: (a) a minimum of 6 weeks processing following receipt of completed refund form; and (b) the prior approval of our Executive Board.

7.7 Additional Costs payable during the course of this agreement are non-refundable.

7.8 In order to claim a refund of tuition fees you must:

(a) return your student card, enrolment documents and any other College property;

(b) submit a completed valid refund form (which is available on request). If the tuition fees have been paid by the sponsor it is still the student's responsibility to sign and complete the refund form;

(c) Students requiring visas or their sponsors must return all original documents issued by the College (Acceptance Letter / Enrolment Certificate, etc) which were issued by us and (if applicable) proof of rejection of student visa (letter (a letter issued by UKBA, the British Embassy / High Commission or British Immigration Authorities, confirming the refusal of visa / entry).

8. Information Sharing and Data Protection

8.1 We collect and process your personal data in order to make admission decisions, to provide education, to provide information and education to you and for administration, health, safety, welfare and security reasons as well as to comply with our legal obligations to the UKBA. Save as provided for in clause 5.9 we will not without your written permission transmit your personal data outside the EEA.

8.2 Some of the information may, because of its nature, be "sensitive" within the meaning of the Data Protection Act 1988.

8.3 By signing the Application Form:

(a) you consent to us processing and transferring such personal and sensitive personal data for the purposes listed in clause 8.1 above;

(b) You agree that we may obtain information on your examination performance from any other academic and/or professional body in order to assess your performance; and

(c) you agree to the College's use of your photographs, images and recordings for promotions (prospectus; website etc.)

9. Liability

9.1 Subject to clause 9.3, if you or we fail to comply with these Terms, neither of us shall be responsible for any losses that the other suffers as a result of such failure except for those losses which arise as a result of negligence of the other party and that were reasonably foreseeable from the failure to comply with these Terms.

9.2 The total liability of either party under this Agreement (whether in contract or tort, including negligence) shall not in any event exceed the Fees for your course.

9.3 This clause does not exclude or limit in any way our liability for:

9.4 We do not accept liability for your personal property except liability arising as a result of the wrongful acts omissions or negligence of our employees and you are advised to obtain personal insurance to cover any loss or damage that may occur at the College, are liable for any breakages, loss or damage that you cause at the College or any examination centre.

10. Events Outside Our Control

10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an event outside our reasonable control, including without limitation changes in applicable laws, actions or delays by any government authority, or refusals by any such authority to grant any necessary ("Force Majeure Event").

10.2 Our obligations under these Terms will be suspended for the period that the Force Majeure Event continues, and the time to perform these obligations shall be extended for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

11. Intellectual Property

11.1 The copyright, design right and all other intellectual property rights in any materials and other documents or items that we prepare or produce (which shall for the avoidance of doubt include any materials prepared by our employees, contractors or agents) in connection with the course will belong to us, or our licensors, absolutely.

11.2 You may not use the materials, documents or other items detailed in clause 11.1 for any commercial purpose.

12. General

12.1 Subject to your compliance with these Terms, and at your request, we will provide you with references or documentation confirming your enrolment (for example, for your bank or council

tax) at your request. We will only send the documentation requested under this clause 12.1 by post to your UK address. For the avoidance of doubt, no documentation will be provided to you in person at the College. We will use reasonable endeavours to send the relevant documentation to your UK address within 5 working days of such request.

12.2 At your request, we may in our absolute discretion assist you in finding accommodation. Should you ask us to arrange accommodation, a minimum of one week's rent (at the relevant current rate) is required in advance as a deposit in order to secure your accommodation. The accommodation booking form and deposit should be sent to us as soon as possible. Please ask for further details.

12.3 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, such Term will, to that extent only, be severed from the remaining Terms, which will continue to be valid to the fullest extent permitted by law.

12.4 If we fail, at any time during the Agreement, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that You do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

12.5 A person who is not party to the Agreement (including without limitation your sponsor) shall not have any rights under or in connection with the Agreement under the Contracts (Rights of Third Parties) Act 1999.

12.6 These Terms shall be governed by English law and you and we both agree to the exclusive jurisdiction of the English courts.