

## **TERMS AND CONDITIONS**

1. The student hereby confirms warrants and represents that he/she is fully aware of the subjects that are offered on his/her course and is fully aware of the facilities and services offered by Kensington Education Foundation Limited trading as Kensington College of Business ("the College" or "KCB").

2. The student hereby consents to the College processing personal data contained in this form, or other data which may be obtained from the student or others, including details of academic performance, learning support needs, disciplinary matters, destinations and comments on quality, closed circuit TV and video recording on the College premises and holding the student's photograph which is used on the student ID card and for any purpose connected with the student's application for admissions, immigration purposes, studies, health and safety, implementation of the Rules, to provide data that the College is required to hold or supply to the Higher Education Statistics Agency (HESA) or for any other legitimate reason. The student also give consent by signing this document to the disclosure of such information for academic purposes, in response to requests for references relating to continuing education, training or employment, for implementation of the Rules, in relation to council tax matters, and to sponsors. The student also gives explicit consent for the College to check, verify or communicate any personal data that the student has provided in this form or at any other point on any other documents during and in support of the student's application for admission to the College with the UKVI. By signing this document, the student confirms their understanding that HESA pass data to organisations that need it to carry out their statutory functions connected with funding higher education.

3. The student hereby consents to the College obtaining and verifying his/her registration details, assessment registration and results from all professional institutes/ examination bodies.

4. When enrolling, each student will be required to produce evidence of previous relevant examination performance and/or work experience. The College reserves the right to refuse admission to students who do not provide such evidence, in which event there will be no refund to the student.

5. Credit can only be confirmed after a student has registered and submitted documentary evidence of academic qualifications with course syllabi. The admissions office will evaluate credits from other institutions on a module-by-module basis. Students should not assume that their academic qualifications will allow them credits until written confirmation has been given.

6. The College reserves the right not to commence any classes set out in the prospectus and to close, alter or combine classes which have commenced.

In that event it further reserves the right to decide in its entire discretion whether the whole fee, or any portion of it, shall be returned to the student.

7. If a student has submitted any false/forged documents/certificates/bank statements the College will report the same to the UKVI/SLC/Awarding Bodies and any fees paid will be forfeited.

8. Subject to clauses 9 and 12 below, all fees are payable in advance. An additional £300 charge is incurred on payment by instalment plan. Subject to clause 9 below attendance at classes can only be allowed when the fee has been paid, or an application has been made to pay by instalments or for its remission, and such application has been accepted in writing by the College.

9. A Student whose fees are to be paid by the Student Loans Company, employer or other body directly to the College (a “**Funded Student**”), must produce written evidence of this funding). Until a Funded Student produces this evidence in a form acceptable to the College, he or she will be treated as pre-enrolled. “Pre-enrolled” means a status which allows the Funded Student at the College’s discretion to attend his or her course, pending receipt of funding, but is not enrolled as student of the College. If a Funded Student does not produce written evidence of funding within 45 days of the day of this application, the Funded Student’s pre-enrollment will automatically terminate, and the Funded Student will have no further right to attend his or her course and have no further rights against the College.

10. The College reserves the right to refer students with outstanding fees to a debt collection agency if their fees remain unpaid.

11. Students whose fees remain unpaid may be denied access to the College facilities, and the College reserves the right to withhold examination results, until payment is made.

12. Your course fees includes first attempt examination/coursework fees but not re-sit/repeat fees.

13. New students have a statutory right to cancel their contract (enrolment) with the College and withdraw from their course within 14 calendar days of enrolment. Withdrawal within this period will not incur any fees.

If A student intends to fund the course fees through a higher education loan or career development loan but such loan is declined by the loan provider or if the student fails to apply in a reasonable period of time as determined by the College, the student will become liable for any outstanding fees.

14. If the student decides to withdraw or go on leave of absence in the academic year, the amount of tuition fees that the student will be liable for, will vary depending on the date the student withdraws following enrolment “Withdrawal Date”):

<u>Withdrawal Date</u>	<u>Fee Liability</u>
before the first day of term 1	Nil
on or after 14 days of term 1	25% of the full annual fee after 3 months from
the first day of term 1	50% of the full annual fee after 5 months from
the first day of term 1	100% of the full annual fee

15. Students are required to attend all lectures, tutorials, tests/exams as specified on the timetable and to submit written work as required by the College/Awarding Body. The student also agrees that if he/she fails to achieve an attendance level of at least **80%**, this could lead to disciplinary action including termination of the course, in which event there will be no refund to the student. Any Funded Student’s attendance on a course while pre-enrolled counts towards their attendance level under this Clause 15.

16. Any absence of leave should be approved in writing by the College prior to the leave.

17. KCB reserves the right, as a part of this contract, to contact your parents or other responsible persons/organisations, should you be absent from lectures and not personally be contactable by the College.

18. The student agrees that he/she cannot change, defer, suspend or withdraw from the course offered without prior written permission from the College.

19. The Director of the College reserves the right to enact disciplinary procedures and/or expel a student if he/she does not fulfil the above requirements or fails to act with an appropriate level of conduct when: in the College, dealing with staff or fellow students, representing the College or using facilities associated with the College off-campus. (Examples would include disrupting the general operation of the College; offensive, threatening, discriminatory or harassing behavior; misrepresentation; misuse of the site/ facilities). In such an event there will be no refund to the student and the relevant authorities will be informed.

20. These terms are correct at the time of printing but is subject to alteration particularly relating to any new legal or regulatory requirements applying to the College.

21. Fees and sums paid for courses and course materials will be refunded if the College exercises its right to cancel the course if there are insufficient enrolments. A refund may also be made where (for applicants needing a student Tier 4 visa):

- An applicant receives an Offer, but is considered ineligible for a CAS letter; or payment is made without an Unconditional Offer and the application is rejected or ineligible for CAS. (An administrative charge of £200 shall be retained.)
- An applicant receives visa refusal, where refusal documents are submitted to the College within five working days of receipt of notification of the decision.
- Where visa refusal is received prior to enrolment, all fees paid less an administration charge of £200 are refundable
- Where visa refusal is received after enrolment, a pro-rata deduction from the full fee will be charged for courses studied prior to formal withdrawal from the programme.

Exceptions:

- Where an application is refused / a visa curtailed under the “General grounds for the refusal...” (Immigration Rules, Part 9: 320, 321, 322 and 323 e.g. use of deception and/or false documents; prior breaches of the immigration rules, etc.)

22. If using a Tier 4 visa, the student hereby confirms warrants and represents that he/she has fully read and understood the UKVI Tier 4 (general) student visa rules, regulations and guidelines on the UKVI website (<https://www.gov.uk/government/organisations/uk-visas-and-immigration>).

**23. LIMITATION OF LIABILITY: THE STUDENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.** The College shall not be liable to the student, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss save for death or personal injury attributable to the negligence of the College. The College's total liability to the student in respect of all other losses, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the fees paid by the student to the College. Except as set out in these Terms and Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded. This clause shall survive termination of the Contract.

24. These terms and conditions shall be governed by English law and all disputes shall be subject to the exclusive jurisdiction of the English Courts.