

# Terms & Conditions

## Important

Please ensure you read these Terms and Conditions carefully and understand them before signing your final acceptance of a place at the College. These Terms and Conditions referred to herein constitute the entire agreement between the parties and shall supersede any and all promises, representations, warranties or other statements whether written or oral made by or on behalf of one party to the other of any nature whatsoever or contained in any leaflet brochure or other document given by one party to the other concerning such subject matter. By signing these Terms and Conditions you give permission for your son/daughter to participate in outings arranged by the College.

## Application and confirmation payment

If the application is accepted, a written Offer of a Place will be made. To accept this Offer a confirmation payment is required consisting of £500 fees in advance and a security/disbursements deposit of £500. This deposit is primarily held against any damages and other incidental expenses, and if at the end of a course there are any monies left these can be offset against disbursements, otherwise an invoice will be issued for any damages/disbursements in excess of the deposit. Any monies left will be refunded within 28 days of completion of the final term less any deductions made for any amount outstanding at that time. No other refunds will be made. All payments are refundable in the event that a student is unable to meet visa entry requirements, subject to receipt of an official visa rejection letter.

All Offers are made subject to availability. To hold your place until the fee deadline, we need to receive your confirmation payment. To secure your place, we need to receive fees as per terms and conditions. Non-payment by the fee deadline may put your place at risk.

## Cancellation

The following charges apply for courses cancelled before arrival in the UK where visa entry requirements have been met:

### Cancellation Fee

8 weeks or more before commencement: £500.  
Less than 8 weeks before commencement: £1,000

Cancellations must be made in writing and the period of cancellation applies only from the date upon which the College receives the written notice of cancellation.

If cancelling the course, students must also confirm if they are cancelling StudyCare insurance.

### Tuition and accommodation fees

Fees are payable termly, one month before term starts. For courses lasting less than 3 terms full payment is required prior to commencement of the course. Admission to classes is dependent on fees having been received by the college.

Termly payment will be subject to any increase in tuition or accommodation fees which may be announced during the course.

Reasonable efforts are always made to keep fees to the minimum that is consistent with the provision of a modern and efficient teaching programme. However, fee increases may become necessary from time to time in order to maintain standards and will become effective immediately they are notified to parents. The course fees are payable termly.

If payments become overdue, the College reserves the right to suspend or cancel tuition and to charge interest on the balance at the rate of 2% above the base rate of NatWest bank per month or part thereof. Fees remain payable if Notice of Withdrawal has not been given in accordance with these conditions. Please note that although students may leave College after their examinations in November or June, tuition and accommodation fees will not be reduced or refunded.

### Provision of tuition

If a particular subject is under-subscribed, the College reserves the right to provide a smaller number of hours' tuition or private tuition for the same fee or by giving one term's written notice to either change or end the course without refund. The College may give one term's written notice to either change or end a course without refund in the event of any circumstance arising or occurring which the College at its reasonable discretion deems to necessitate such action.

### Academic criteria

Students who do not perform satisfactorily in their course work will not be entered for external public examinations by the College. Students who do not yet meet university criteria for English Language proficiency will be expected to take an appropriate English Language course at the College.

Students are accepted into the College on the strict understanding that progression through the course is conditional upon satisfactory and required attendance and successful attainment of prescribed performance targets. Students are formally assessed at least twice a year. The assessment will take into consideration:

- Course work
- Internal College examination results
- Attendance
- Effort in class and in homework
- Public examination potential

Students who do not meet the attainment criteria will not be allowed to proceed with their original course but will be offered an alternative course or invited to withdraw from the College without refund.

## Criteria for the one year A Level course

The A Level course length is normally six terms (September start) or five terms (January or April start). Applications for the one year (three term) September start course are accepted only if:

- Students possess very good GCSE or equivalent high school graduation grades, or
- Students are mature (over 20 years of age), or
- Students are repeating the A Level course.

Students unsure of their qualifications should contact the Admissions Department for assessment.

Students enrolled on a three term A Level course are accepted on the strict understanding that their progress will be reviewed at key stages including the end of the first term. The College reserves the right to require a longer course or change of course in light of that review.

## Accident & medical insurance

It is necessary that all students have appropriate accident and medical insurance. Students must either take out our own StudyCare insurance policy or provide proof of adequate cover at enrolment. Cover under the StudyCare insurance policy does not commence until the insurance fees have been paid in full, which are non-refundable.

## Withdrawal

Once a student has arrived in the UK, a minimum of one term's notice (in writing) is required, or payment in lieu, whether or not the student continues to attend lessons.

Students following the English Language Preparation courses are automatically enrolled to progress on to an academic programme. The student must therefore give the standard term's notice if they do not wish to progress further at the College.

If withdrawal is due to refusal of a visa extension then less notice may be accepted (at the College's discretion) as long as full written details are provided before a course recommences.

Where withdrawal is due to illness, if the student has taken out our comprehensive StudyCare plan insurance scheme (details of which are available on request), subject to the terms of the scheme the student may be able to claim a refund. Notice of withdrawal must be given in writing and is effective from the date it is received by the College.

## Colleges' organisational policies

Each college has policies on admissions, bullying, child protection, discipline, health & safety, promotion of good behaviour, sanctions in cases of bad behaviour, complaints and exclusions – these are available on request from the Principal of each college.

## Accounts procedures

### Payments

Payment can be made to the College by cheque, Sterling bank draft, telegraphic transfer or credit card. Please ensure that the student's name and customer reference are always included on the transfer document, indicating that the transfer is in respect of school fees. Bank charges and commission for both the sending and receiving banks should be paid by the sender of funds or they will be applied to the student's account. Payment by credit card is subject to a surcharge of 2%. There is a £1 surcharge for debit cards.

Accounts communications will be sent both to the person responsible for paying the fees and to the student unless written instructions are received to the contrary.

The company expects payment of all fees to be in sterling and encourages all customers to pay in £ sterling. If however a customer is only able to pay in US\$ the company uses a fixed rate of exchange for invoicing and subsequent payment. This rate is set at the beginning of the calendar year and will be given on request by the International Admissions Centre; as of 1st January 2009 the rate is \$1.75 to £1 but the company reserves the right to change this rate if it chooses.

### Sundry Charges

Any incidental costs incurred on behalf of the student will be charged to their account, for example taxi charges, fax costs, field trips, exam fees, text books and vacation accommodation.

### Refunds

Refunds will only be made to the person responsible for the fees unless written authorisation is provided to the contrary from that person. Refunds will be made within 28 days of the end of the relevant term. Refunds are made after calculating any damages or disbursements due, or any other incidental fees or charges.

### Breakages, loss and damage

Students are responsible for payment for any damage caused by them to College property and household property of their homestay accommodation or College House, and should take particular care to respect furniture.

Students in College House accommodation sign an inventory and laundry form for their room on arrival and departure. Occupants of the rooms are jointly and severally liable for the proper care of the room and the College reserves the right to recover costs for damage or exceptional cleaning from the student.

## Accommodation

The College includes fees within its accommodation charges to cover the support and service to students in Homestay and College accommodation.

College homestay families are instructed not to accept any payment directly or indirectly from any student. Similarly, students

outside of the College's accommodation service are prohibited from entering into any arrangement for accommodation with a College homestay. Students who break this rule render themselves subject to College discipline and charges will be levied to the student's account on the basis that the student had been in College accommodation for the relevant period.

## Accommodation type

Students who will be under 16 on commencement of their course will be placed automatically with Homestay Plus families or in the appropriate College House accommodation and will be invoiced accordingly.

On enrolment, students are requested to indicate their accommodation preference. While the College will use its reasonable endeavours to provide the accommodation requested, the College is not bound to provide a specific type of accommodation and, if necessary, an alternative type of accommodation will be provided. Students will be invoiced for the type of accommodation requested on enrolment and if this subsequently proves to be unavailable, an appropriate credit will be given or an extra charge will be levied.

Once the confirmation fee is paid, requested accommodation is reserved. If a term's fees are not paid one month before term starts reserved accommodation may be released.

## Changes of accommodation

No change to the type of accommodation arrangements will be made without the written permission of Student Services or the College Principal. This permission will only be given in exceptional circumstances. If a student makes a change to his/her accommodation arrangements or leaves accommodation provided by the College without the prior consent of the College Principal, the student shall remain liable for the full accommodation payments invoiced or reserved at the time of enrolment.

One full term's written notice must be given for students moving out of College accommodation by the student or their parent or guardian and where they are moving to private accommodation the parent or guardian must complete a disclaimer to that effect (local variations may apply). Students will be charged for the one term's notice period whether or not he or she stays in the accommodation. Two weeks' notice is required for a move between host families. Further details on our Code of Practice are as printed in the "Student Handbook" given to the students upon commencement of the course (local variations may apply).

## Vacation accommodation

This is available to any student on request to the Accommodation Department. This is normally only available in Homestay families and the appropriate fee will be added to the student's account.

## Personal property

If our StudyCare insurance is taken out, any loss or damage to personal property which may occur while the student is living with a homestay family or at the College is covered within the terms of the policy.

## Publicity

Students and their parents or guardians agree that the students' images and sound, details and achievements may be used for promotional purposes without written consent or notification.

## Data protection

Any information provided to Bellerbys College (the "College") may be held on computer and shall be used by the College in accordance with its Data Protection registration and the UK Data Protection law.

## Liability

Any reference in these terms to liability of students shall also infer liability on the parents or guardian of the student, and such liability is joint and several.

## Variation

No variation to these conditions is valid unless agreed in writing by the Principal provided always that the College reserves the right to make any addition, amendment or alteration to these conditions upon giving one term's written notice of such change to all affected parents guardians and students.

## UK government bodies

Bellerbys College is obliged to report on request visa status, attendance records and UK contact details to relevant UK government bodies.

## Communication

Please supply the College with personal email addresses and mobile telephone numbers prior to arrival, in order that communication, to include transmission of student reports, may be maintained at all times. Please also advise of any changes as they occur.

## General

Students who transfer to a Bellerbys College from other parts of Study Group must be aware that these Terms and Conditions automatically apply.

These Terms and Conditions apply to all bookings now made for courses commencing in or after Jan 2009 and supersede all previously published Terms and Conditions.