

TERMS AND CONDITIONS
of
St. NICHOLAS COLLEGE OF LONDON

Students

To become a student you must:

1. Complete and sign application form
2. Pay registration and tuition fee

Once registration and/or course fees have been paid the student is bound by the Terms and Conditions of St. Nicholas College of London.

Registration and Tuition Fees

Full payment or the first payment in case of the instalments option and confirmation of dates must be received before an Enrolment letter can be issued. In the case of money sent by bank transfer a period of up to 2 weeks must be allowed for receipt of payment, although an Enrolment letter may be issued upon official confirmation of pending transfer from the payer's bank. A minimum of 5 and a maximum of 10 clear working days have to be allowed for clearance of cheques drawn on a UK bank.

If a UK bank cheque is returned unpaid for whatever reason a fee of £15 will be charged. Tuition fees do not include anything other than class tuition which covers examination classes. Cambridge Examination fees are payable in addition to course fees.

Course lengths are adjusted to accommodate public holidays. The registration fee of £20 (£55 for overseas students) includes a level test, first enrolment letter, first holiday letter, receipt and certificate. A fee of £5 is charged for other letters. Letters will not necessarily be issued to students who have not paid or attended to the level required. Letters or documents must be requested at least two working days before collection.

Paying Fees in Instalments

When the fees are being paid weekly in instalments it is a student's responsibility to pay the full instalment amount by Friday, preceding the week of study covered by this instalment.

If a payment is not received by Friday a student may be not allowed to attend the lessons starting from Monday of the following week. In this case the instalments for the current week and the next week must be paid before a student may continue his course.

Trial Lessons

A trial day of two lessons is offered to all students except those booking through an agency.

Course changes

A student may change class times and location as often as he or she wishes depending upon the availability of courses at the time required. In some cases this may cause the Guarantee to become void. Where a student insists, against the advice of the College, to attend classes of a lower level the terms of the Guarantee will no longer apply. If a student is absent for more than 5 days the student's name will be removed from the class register. To change the class time or location a student must notify the administration at least 1 week before the desirable date of change.

For visa students - once a start date has been agreed and an enrolment letter issued the course date will not be moved forward, but may be postponed in the case of a visa refusal or Embassy delays. Courses will not be extended or refunded due to any unauthorised absences or uncertified illness. Classes must be taken within the Home Office specified time i.e. before 6pm.

Holiday and absence

The holiday allowance is 2 weeks for every 12 weeks of paid lessons. The College must be notified at least 2 weeks prior to the holiday. Any time off taken in excess of holiday entitlement will result in the loss of untaken lessons for that period, except in case of certified illness.

Classes

St. Nicholas College of London reserves the right to alter, cancel or combine classes when necessary, and to change teacher/class allocation when appropriate. The College cannot guarantee the time and/or location of a student's course although every effort is made to comply with a student's request. The College reserves the right to place students in a class of the appropriate level as ascertained in the level test or as deemed necessary by the teacher.

Attendance

Students with a student visa are advised that they must attend full time. The College is obliged to report to the Home Office those who have stopped attending or who have a poor attendance record. Poor attendance may affect the validity of the Guarantee.

Student records

Upon payment of the registration fee the student agrees to the keeping of personal records on the College's computer system. The student must keep the College advised of any changes to UK or home addresses and contact telephone numbers.

Refunds

A student who is not sent by an agency and who is not studying on a student visa may request a refund for any reason, giving at least two weeks written notice of the course cancellation. In this case the course fee will be recalculated without discounts and the full refund if remains will be granted for the lessons untaken by the student. Visa students may have a refund under the following conditions:

1. Visa or visa extension refusal – full refund of unused fees with original letter of refusal from Home Office or British Embassy from where the application was made. If this is not satisfactory further proof will be required. Also see conditions under "Attendance". College does not refund registration fees.
2. Family or medical emergency necessitating a return home – relevant travel documents are required. In this case 50% of remaining fees can be refunded. Alternatively the remainder of the course can be postponed for a maximum of 2 years, or transferred to another student. Any such action will take place upon the expiry date of the student's visa and provided the student has left and not re-entered the UK before that date.

In some cases it will be necessary for the College to verify a student's status before issuing a refund i.e. confirmation from a British Embassy. Until the College is fully satisfied that the student qualifies for a refund no money can be returned.

At least 2 weeks notice prior to any changes in the course including cancellation is required; any other consideration is entirely at the discretion of the College. Payments made by credit or debit card can only be repaid back onto the same card, and those made by bank transfer are returned to the same bank account from which the payment originated. Fees can be returned only to their

origin and only by the method by which they were received.

No refunds are given to agency students but they may, under certain circumstances i.e. proof of return home, proof of non-arrival and cancelled visa application in the case of visa students, transfer lessons through the agent. A course can be transferred once only.

We do not refund or exchange books, CD's or cassette tapes.

Students may claim their refund ONLY within 3 months after the start date of the course if they have not started the course, or within 3 months after their last attended lesson if they started the course and want to terminate it. In both cases the course fee will not be refunded after three months since either of those dates.

Payment by third party

Where lesson fees are paid by a person other than the student, a refund or course transfer can only be made with the written consent of both parties who must present themselves at the College with the proper identification. Fees will only be refunded to the payer. (See above)

Behaviour

Whilst on the College premises all students are expected to conduct themselves in an orderly fashion and to show consideration for others. The College reserves the right to refuse to teach any student whose behaviour causes annoyance, distress or offence to others. Persistent offenders will have their course cancelled.

Complaints

Complaints (Feed Back) Cards are available in reception or on the college's web-site for any student who wishes to make use of them. The College welcomes constructive comment and all complaints are dealt with in confidence.

Liability

St. Nicholas College of London, its employees and representatives accept no responsibility for personal injury and/or loss of/damage to personal property on the College's premises, whether by fire, burglary, theft, evacuation or otherwise.

Force Majeure

St. Nicholas College of London, its employees and representatives are not liable for damages for cessation of operation and resulting cancellation of courses due to earthquake, fire, flood, explosion, terrorist attack, plane crash or any other disaster outside its control.

General

The College reserves the right and retains copyright to all promotional photographs which may be taken of students on its premises.

No personal details of students will be passed to third parties, except the appropriate authorities, without prior consent.

Disclaimer

St. Nicholas College of London makes every effort to ensure the accuracy of all printed and promotional material, and all information is correct at the time of printing. The College reserves the right to change information at any time and will endeavour to give sufficient notice of any changes. Our promotional and marketing material is meant for illustration purposes only and does not constitute any contractual agreement between the College and any other person.