

TERMS AND CONDITIONS
of
St. NICHOLAS COLLEGE OF LONDON
2012

Definitions

The word student refers to an applicant who applies from abroad and may not yet be considered as student due to his student status being subject to immigration restrictions; as well as to a current student who is already in the UK and wishes to extend his course of studies, thus continue being a student.

Enrolment

To become a student you must:

1. Complete and sign application form
2. Pay registration and tuition fees
3. Demonstrate evidence of previous academic achievements (visa students only)
4. Pass the course entry test (online for foreign students)

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 must be received before an Enrolment letter or a Confirmation of Acceptance for Studies (CAS) 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 or CAS number 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. Costs of learning materials and examination fees for exams taken at authorised Cambridge ESOL centres or elsewhere are payable in addition to course fees.

The registration fee of £20 (£195 for visa-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.

Courses and Classes

St. Nicholas College of London reserves the right to alter, cancel or combine classes when necessary. The College also reserves the right to change teacher/class allocation when appropriate. The College cannot guarantee to let the student choose the time of classes 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 a teacher.

The College is closed during Public Holidays; course lengths are adjusted to accommodate public holidays. Students may but are not guaranteed to be offered to attend extra lessons within their course dates, subject to availability.

For visa students - once a start date has been agreed and an Enrolment letter or Confirmation of Acceptance for Studies (CAS) 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 UKBA (UK Border Agency) specified time i.e.

between 8am and 6pm. Students not attending their classes for 10 consecutive working days and not responding to any of the College's correspondence will be reported to the UKBA. Visa students whose overall attendance will be less than 80% may be considered for dismissal from the College and consequently reported to the UKBA.

Holiday and absence

For visa-students:

The holiday allowance is 2 weeks for every 12 weeks of paid lessons (pro rata). Any time off taken as holiday within or outside of holiday entitlement will result in the loss of untaken lessons for that period. The requested holiday will be authorised only if at least 5 working days notice has been given to the College before the first day of the requested holiday period.

For non-visa students:

Any absence whether authorised or unauthorised will result in the loss of untaken lessons for that period, except in case of certified illness or when a student separately purchased the option to request holidays (please refer to the Student Application form and Fees Schedule of the College).

The College is closed on the following dates in 2012:

1st January – 8th January, 6th April – 13th April, 7th May, 4th June, 5th June, 27th August, 21st December – 2nd January 2013.

Attendance

Students with a student visa are strongly advised to maintain perfect attendance. The College is obliged to report to the UKBA those who have stopped attending or who have poor attendance record. If a student is absent for more than 5 consecutive days, the student's name will be removed from the class register and additional fee may be charged for putting students back to the class registers.

Student records

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

Refunds

Normally all lessons at the College are non-refundable. However any non-visa student may reserve the right of holiday request/course cancellation. The details of the refund or holiday option can be found on the most recent student application form. To be entitled to the right of holiday/cancellation a student should pay holiday reservation fee according to the College's fee schedule. There will be a charge for every holiday/course change application made by a student. All fees and charges are listed in the current Fee Schedule of the College.

Visa students may have a refund under the following conditions:

- visa application or visa extension refusal – 90% refund of unused course fees with original letter of refusal from the UKBA 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 or any other extra charges.
- family or medical emergency necessitating a return home – relevant travel documents are required. In this case the remainder of the course can be postponed for a maximum of 1 year or transferred to another student. Any such

/see reverse

- 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. College does not issue any refunds to visa-students unless their visa application has been refused.

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.

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 agency. A course can be transferred only once. In all cases students should be discussing their refund options with their agents.

A student will be automatically treated as an 'agency student' if his/her application form was received from an agent of the College. In this case even if the student pays his/her course fees directly to the College, he will still be treated as an 'agency student' and all refunds will have to be discussed with the agency.

In case when a student/agency wants to reapply for a student visa, the College may be able to reissue the CAS number. From the moment when the CAS number is reissued or another set of visa letters is issued to a visa student, the course fee paid to the College will become non-refundable. In case of the second visa refusal, the College will not be able to issue any refund neither to a student nor to his/her agent.

The College does not refund or exchange books, CD's and handout materials.

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 to applicants, whose official written refund application was made three months after either of those dates or later.

In normal conditions processing a refund application may take up to 3 months. In certain circumstances this may take longer. A student will be advised of the approximate time scale of his/her application. Nonetheless the refund process may take longer than expected initially.

Payment by third party

Where tuition 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 a proper identification. Fees will only be refunded to the payer.

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 courses cancelled without any right for refund.

Complaints

We hope you will be fully satisfied with the courses, but if you have a complaint about our services please submit it in writing to St. Nicholas College. We aim to resolve any issues instantly, so we ask you to bring any problems to our attention straight way. Complaint form is available at the reception or on the College's web-site. The College welcomes constructive comments and all complaints are dealt with in confidence. If the issue cannot be resolved internally, complaints can be addressed to our accreditation bodies (see *Student Handbook*).

Travel and Medical Insurance

We strongly advise our students to have appropriate travel and medical insurance. Such insurance should ensure that you are properly covered against unexpected cancellation charges, medical costs, repatriation, and loss of money or personal belongings and personal injury claims. St. Nicholas College, its representatives and staff will not be liable for loss, damage, illness or injury to persons or property. It is the student's responsibility to take out personal insurance against such risks.

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 caused by a cessation of operation and resulting in 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 of all promotional photographic or video materials of students, taken on College's premises during the classes or within the common areas of the College. These materials will be only used for educational or advertising purposes.

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.

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