

## Terms and Conditions – University Foundation Course

### Fees and deposits

1. The registration fee must accompany the course registration. This is non-refundable under any circumstances.
2. A deposit is required with your application. This will be returned on completion of the course less any outstanding amounts otherwise due. Except as detailed below the deposit is not refundable.
3. If St. Clare's is not able to offer you a place or to arrange accommodation as requested the deposit will be refunded.
4. When a completed application form and deposit have been received an invoice will be issued to the student for the balance of tuition and accommodation fees due for the first semester. This amount should be paid **at least 3 weeks** before the course begins.
5. Tuition and accommodation fees for courses that begin part way through a semester must be paid in full **at least 3 weeks** before the start of that course.
6. Tuition and accommodation fees for the second semester must be paid in full **at least 3 weeks** before the start of that semester.
7. If the registration form is submitted less than 5 weeks before the course begins the registration fee, the deposit and the tuition and accommodation fees for the first semester of the course must be paid in full at the same time.
8. St. Clare's must receive the full Sterling amount of fees without deduction of bank or any other charges. If bank or other charges are deducted they will have to be paid to the College on arrival.
9. Students will not be permitted to begin the course or occupy accommodation until all fees due have been paid.
10. St. Clare's reserves the right to refuse admission to a course or permission to occupy accommodation to any applicant in respect of whom the first instalment of the Course Fees has not been paid in full and received by the College in cleared funds prior to the start of the course. The College also reserves the right to exclude students from the course and from occupying accommodation if the second instalment of Course Fees or other charges are not paid in full in cleared funds when due.
11. Fees not paid on time will be surcharged at 1% per month or part month for which they remain unpaid.
12. The Governors of the College reserve the right to increase the amount of the Course Fees from time to time.
13. Acceptance of a place and entrance to St. Clare's constitute a contract to pay all fees and associated charges, and agreement to all the terms and conditions, including compliance with all the College's published policies and procedures.



14. The cost of any breakages or damage caused by the student will be charged at the end of the course.

#### **Cancellation and refunds**

15. If St. Clare's cancels the course a full refund of fees will be made.
16. If a student cancels their registration due to ill health or other unforeseen circumstance it might be possible to make a claim on the mandatory travel insurance. Acceptance of claims is a matter for the insurer and not the College.
17. In the event that a student is not given the appropriate visa permitting him/her to undertake a course at St. Clare's, any **deposit** paid will be refunded providing that both
  - (a) documentary evidence of the refusal by the UK Border Agency (UKBA) is sent to the College; and
  - (b) the reason for the refusal is not because of any failure to comply with the visa application requirements.
18. Refunds will not be given if a student's arrival at St. Clare's is delayed as the result of problems or delays in securing a visa.
19. Refunds will not be given if the reason for failing to secure a visa is that the applicant has not provided the information required by the UKBA or has not done so in sufficient time to allow that visa application to be processed before the course begins.
20. It will not be possible to refund the **registration fee** in any circumstances as this is needed to cover the administrative cost of handling applications.
21. Refunds are at the discretion of St. Clare's.

#### **Curtailment**

22. Fees are not refunded once a student has started a course or accommodation has been occupied.
23. A student wishing to withdraw from St. Clare's, for whatever reason, must give notice in writing to the Course Director by the end of the half term holiday in the Autumn semester for withdrawal at the end of the Autumn semester. If the student fails to give the required notice of withdrawal, they will remain liable to pay the full amount of the Course Fees payable for the following semester. This condition applies to withdrawals made both during and at the end of an academic year and also to temporary withdrawals.
24. Fees are not refunded if a student is asked to leave St. Clare's because of unsatisfactory behaviour or work. Any costs incurred by the College in these circumstances will be charged to the student, parent or guardian.
25. Students should read the travel insurance documents and contact the insurance company to establish whether there is a valid basis for any claim.



**Travel insurance**

26. It is a requirement of booking that students are covered by St. Clare's travel insurance policy. Further details of the cover and the exclusions can be found in the 'Travel Insurance: Summary of Cover' document on the College's website.

**Changes to the booking**

27. St. Clare's reserves the right to make an administration charge of £20 for each change to the original registration made by a student.

**General matters**

28. The College's prospectus and other marketing material, both printed and in electronic form, do not form part of the contract with the fee payer.
29. No party to this agreement shall be held in any way responsible for any failure to fulfil its obligations under this agreement if such failure has been caused (directly or indirectly) by circumstances beyond the control of the defaulting party. This shall include war, riots, acts of terrorism, industrial action, accident or equipment failure (except where such accident has been caused by the negligence of the defaulting party, its employees, sub-contractors, agents or otherwise).
30. The rights of St. Clare's will not be affected if the College does not enforce, or delays enforcing, any of these terms.
31. This agreement is governed by English law. Any dispute arising from it shall be subject to the exclusive jurisdiction of the English Courts.

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