

Terms and Conditions of Enrolment

IB and Pre-IB

Application and Acceptance

1. Successful applicants will be sent an offer letter and acceptance form for a place on their chosen course (a Place). To secure a place on that course parents (or a registered guardian) of the applicant must sign and return by post or fax the completed acceptance form to the Admissions Registrar of St Clare's and pay the enrolment deposit in full.
2. Receipt of the acceptance form and the full enrolment deposit in cleared funds confirms acceptance by the parents (or registered guardian) of the College's offer of a place on the course specified on the acceptance form and confirms that the both the applicant and the applicant's parents (or registered guardian) have read, understood and accept (a) these terms and conditions and (b) all the College's policies and procedures (College Policies) as set out in the Registration Zone on the College's website.
3. Continuation from Pre-IB to IB1 and from IB1 to IB2 is entirely at the discretion of the College. A student may not progress from Pre-IB to IB1 or from IB1 to IB2 if, in the judgement of the College, the student's academic progress and/or behaviour are unsatisfactory. The College reserves the right to move a student from an IB Diploma Programme to an IB Certificates Programme if the College feels this is the more suitable programme for the student.
4. The College reserves the right to amend the College Policies and these terms and conditions from time to time without notice.
5. The College reserves the right to withdraw any offer of a Place at its sole discretion.

Visas

6. If the applicant does not hold a UK/ EU/ EEA passport, he/she will need to obtain the appropriate visa to enable him/her to come to the UK as a student. Whilst the College makes every effort to ensure the accuracy of the information and advice given in its course literature and on its website, it is the applicant's responsibility to check and comply with the visa requirements which apply to the applicant on the Home Office UK Visas and Immigration (UKVI) website (<https://www.gov.uk/browse/visas-immigration/student-visas>). The College does not accept responsibility for any inaccuracy or error in its information or advice given in its course literature and on its website.
7. Applicants will not be permitted to enrol for a course without the appropriate visa detailed at paragraph 6 above.

Enrolment Deposit

8. The enrolment deposit is payable in British Pounds Sterling (£) by credit card, debit card, bank transfer or cheque as specified in the application form. The College must receive the full value of the enrolment deposit without deduction of bank or other charges. If any bank or other charges are so deducted, the College will not be able to reserve the applicant's place on the course until the outstanding amount has been paid to the College.
9. The College shall hold the enrolment deposit on trust for the deposit payer in accordance with and subject to these terms and conditions. The College and the deposit payer agree that any interest accrued from the enrolment deposit shall be paid to the College.
10. Subject to conditions 11 and 12, the College shall refund the enrolment deposit to the deposit payer within 60 days from the date of the last scheduled day of the course. The College shall be entitled to retain from the enrolment deposit the amount of any outstanding fees or costs incurred.
11. The College shall refund the enrolment deposit in full to the deposit payer within 60 days of the offer

withdrawal or receipt of the Visa Notice only in the event that:

11.1. the College withdraws an offer of a Place following formal acceptance of a place and full payment of the enrolment deposit; or

11.2. the applicant (or the applicant's parent or registered guardian) notifies the College in writing that he/she has not been granted the appropriate visa by the UKVI permitting him/her to undertake a course at the College in accordance with conditions 6 and 7 (Visa Notice), where:

(a) The Visa Notice is accompanied by documentary evidence of the refusal by the UKVI to grant the appropriate visa; and

(b) the reason for such refusal is not because of any failure by the applicant to comply with the visa application requirements of the UKVI;

12. The College shall not be required to refund any of the enrolment deposit to the deposit payer if:

12.1. the reason for failing to secure a visa is that the applicant has not provided the information required by the UKVI or has not done so in sufficient time to allow that visa application to be processed before the course begins; or

12.2. the applicant does not take up any requested accommodation offered or his/her place on the course.

Course Fees

13. Acceptance of the College's offer of a place on the course in accordance with Condition 2 shall constitute a binding contract between the College and the parents (or registered guardian) of the applicant, under which the parents (or registered guardian) undertake and agree to pay all fees for tuition and accommodation (Course Fees) and associated charges when due in respect of the applicant.

14. All Course Fees shall be payable in British Pounds Sterling (£) by credit card, debit card, bank transfer or cheque as specified in the application form and may be inclusive of VAT where it applies. The College must receive the full value of the Course Fees without deduction of bank or other charges. Any deducted bank or other charges must be paid by the applicant.

15. The Course Fees will be the amount set out in Fees and Term Dates document included with the prospectus sent out to fee payers before the course begins. Fees will be payable in two equal instalments.

16. The first instalment of the Course Fees is due for payment in full no less than 3 weeks before the start of the course in the Autumn term and the second part is due for payment 3 weeks before the start of the Spring term.

17. If the application form is submitted less than 5 weeks before the date of the first day of the course, the enrolment deposit and the first instalment of the Course Fees must be paid by the deadline stated in the offer letter.

18. The College 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.

19. Fees not paid on time will be surcharged at 1% per month or part month for which they remain unpaid.

20. Parents (or registered guardians) wishing to withdraw a student from the College, for whatever reason, must give at least one full term's notice (i.e. notice to be given before the beginning of the preceding term) in writing to the Principal of the College. If the parents (or registered guardian) fail to give the required notice

of withdrawal, they will remain liable to pay the full amount of the Course Fees payable for the following term. This condition applies to withdrawals made both during and at the end of an academic year and also to temporary withdrawals. In determining the amount of Course Fees owed to the College or to be refunded by the College in cases of withdrawal, a term's notice will be deemed to be the longer of the length of the following term and twelve weeks.

21. Course Fees paid to the College will not be refunded:

21.1. once a course has been started or accommodation occupied by the student; or

21.2. if a student is required to leave the College as a result of a breach of any of the College Policies, including but not limited to unsatisfactory behaviour (including non-attendance), unsatisfactory progress or unsatisfactory effort. The College will determine what constitutes "unsatisfactory" in all such cases. Any additional costs associated with an early withdrawal will be charged to the parent (or registered guardian) of the student.

22. It is mandatory for fee payers to join the College's Fees Protection Scheme which provides insurance cover for a student's absence due to illness. Details of the cover provided and how to make a claim are given in the IB Registration Zone on the St. Clare's, Oxford website.

23. The Governors of the College reserve the right to increase the amount of the Course Fees from time to time.

Course Subjects and Materials

24. The full range of subjects offered on the course is indicated in the application booklet. Tuition cannot be guaranteed in a particular subject for which there is insufficient demand. Special arrangements regarding certain subjects or extra classes may be made at the sole discretion of the College after discussion at interview or in correspondence with parents or registered guardians. The College reserves the right to charge additional fees for making such special arrangements, which will be charged on a case by case basis to the student's account. The student and the student's parents (or registered guardian) acknowledge that the College has no responsibility to provide such special arrangements.

25. The subject choices allocated to the applicant will be as stated in the offer letter. Final subject allocations rest with the College and any changes to the choice, allocation or availability of subjects will be entirely at the sole discretion of the College.

26. Ownership of and copyright in all course materials and documents shall remain the property of the College. Applicants may use such material and documents only for their personal non-commercial use and such material and documents shall not be copied, republished, downloaded, posted, broadcast copied, given, sold, assigned or otherwise transferred in whole or in part to any third party without the express written consent of the College.

Travel Insurance

27. In addition to the College's Fees Protection Scheme, there is a mandatory premium payable for Travel Insurance. This provides cover for students travelling to and from St. Clare's, Oxford to attend courses, as well as while they are on any trips or excursions organised by the College. Details can be found on the IB Registration Zone of the St. Clare's, Oxford website.

General

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. Communications by one parent will be deemed to be from both parents unless both parents have indicated to the contrary in writing to the College. Where students have been referred to the College by an agent, the College reserves the right to send communications concerning the student to the agent unless instructed to

the contrary in writing by the parents.

30. No party to this agreement shall be held in any way responsible for any failure to fulfil its obligations under these terms and conditions other than for payment of any fees, if such failure has been caused (directly or indirectly) by circumstances beyond the control of the defaulting party. This shall include but not be limited to 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).
31. Failure to exercise, or any delay in exercising, any right or remedy provided under these terms and conditions or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other right or remedy).
32. Applicants and their parents (or registered guardians) consent to the College holding and processing personal data relating to the applicant contained in the application form, or other data which the College may obtain from the applicant, the applicant's parents or registered guardian or any other person whilst the applicant is a student, and in particular to the processing of "sensitive personal data" (as defined in the Data Protection Act 1998) relating to the applicant. Personal data held by the College will be used for educational administration purposes only.
33. 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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