



# Terms and Conditions

## Academic Courses

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## Contract

### Contract

- 1.1. "You" and "Your" refers to the student. "Swansea College" refers to the directors and staff of Swansea College.
- 1.2. This agreement is between Swansea College and You. By submitting Your application form(s), You shall be deemed to have accepted these conditions to the exclusion of any other terms and conditions.
- 1.3. Swansea College shall provide the course or courses booked by You to you according to the terms of this agreement and associated Terms and Conditions.
- 1.4. Swansea College reserves the rights to change details of its courses, including facilities and course dates, due to circumstances beyond Swansea College's control or where the number of students enrolled on a course is insufficient or if a course is oversubscribed or overbooked.
- 1.5. Homestay accommodation is provided by Swansea Homestay. All applications for homestay accommodation should be made directly to Swansea Homestay. Terms and Conditions for accommodation provision are available on the Swansea Homestay website.

### Deposit and Payment of Fees

- 1.6. All bookings will be conditional until Swansea College has received a completed acceptance form and learning policy agreement signed from You, copies of all documents we ask you for, a face-to-face and/or online meeting and payment in cleared funds of the Deposit and Enrolment Fee.
- 1.7. Upon receipt of:
  - an acceptance form
  - Deposit and Enrolment Fee in cleared funds OR
  - Deposit, Enrolment Fee and Fees for the first term in cleared funds (if there are fewer than 28 days) until the course is to commence, and for under 18s
  - a Parental Consent Form (to confirm the accommodation option of Your choice, along with consent for You travelling to, living and studying in Swansea for the duration of the course)Swansea College will issue you with:
  - a receipt for the Deposit, Enrolment Fee and any Fees already paid
  - a formal, unconditional offer stating the full details of Your course(s)
  - a CAS letter (for students in need of a Tier 4 visa)
  - an invoice for the balance of the Fees now due
  - details of Your payment plan (if You have requested this).
- 1.8. Payment of at a minimum the first term's Fees must be made at least 28 days (4 weeks) before the course start date, or on booking if booking within 28 days of the course start date.
- 1.9. Swansea Homestay will contact you with your accommodation details if You have arranged this. Accommodation will remain subject to change. If You have requested host accommodation your booking will remain conditional upon that accommodation being available.
- 1.10. Swansea College reserves the right to charge an administration fee of £80 each time course, accommodation or taxi transfer details are changed following a request by you or host family or the teacher.

## Payment Terms

- 1.11. All payments must be made in Pounds Sterling. You are responsible for the payment of all bank charges (when you make a payment in your country you must request to pay for charges on both sides).
- 1.12. Funds may be paid by bank transfer, cheque drawn in Pounds Sterling in a UK bank, or by most major debit or credit cards through our invoicing system.
- 1.13. Refunds will only be made to the person responsible for the fees unless written authorisation is provided to the contrary from that person.
- 1.14. Refunds will be made, once agreed with the Finance department, within 28 days, according to the terms laid out below.

## Visas

- 1.15. Swansea College will only issue a formal unconditional offer letter and/or CAS letter to You once the Deposit and Enrolment Fee for the first year has been received (according to 1.7 above).
- 1.16. If You are refused a visa or denied entry to the UK, the follow terms apply:
  - If the visa is refused/entry denied and this is clearly due to an error by Swansea College, You will be entitled to a refund of all Fees paid, minus the Deposit, Enrolment Fee and administrative charge of £200.
  - If the visa is refused/entry denied and the error has been Yours (including, but not limited to: insufficient funds in Your bank account; failure to provide the documents requested, or false or incorrect documents presented to the embassy/immigration official; incorrect, false or misleading comments made by You during Your visa interview or to the immigration official):
    - If this occurs more than 28 days before the start of the course, You will be entitled to a refund of Fees paid, minus the Deposit, Enrolment Fee and the first term's fees.
    - If this occurs less than 28 days before the start of the course, You will be entitled to a refund of Fees paid, minus the Deposit, Enrolment Fee and the first year's fees
  - Swansea College must receive a copy of the original form given by the Embassy/immigration official explaining why Your visa has been rejected or Your entry denied within 3 working days, for Swansea College to issue any refund (as detailed above).
  - If You fail to provide this, or do not send it to Swansea College within 3 working days of Your visa being refused or entry denied, no refund will be available.
- 1.17. If you have arranged accommodation through Swansea Homestay, please consult their cancellation Terms and Conditions. Swansea College will not be responsible for any fees owed by you to Swansea Homestay as a result of being refused a visa or denied entry into the UK.

## **Cancellation and amendments by Swansea College**

- 1.18. The College reserves the right to cancel courses or amend courses at any time during the course of the academic year. SWANSEA COLLEGE will be responsible to offer a similar course with the same level of qualification. There may be reasons why a course cannot continue and you will be informed in writing.
- 1.19. If SWANSEA COLLEGE amends or cancels the course, SWANSEA COLLEGE will be responsible to replace the course with a similar course of the same level, SWANSEA COLLEGE will not charge any extra fees for any changes to offer the new course, however if You wish to not uptake the offer of the new course you will need to provide one full term's notice and cancellation request in writing. SWANSEA COLLEGE will not be liable for any additional costs incurred by YOU, including but not limited to: accommodation in the UK and international travel or transport to the College.
- 1.20. If You fail to inform SWANSEA COLLEGE of Your arrival details in advance, and fail to respond to requests from SWANSEA COLLEGE to provide these details, less than 5 working days before Your course is scheduled to start Your place will be cancelled, any visa revoked and all Fees paid will be immediately forfeit.
- 1.21. If you do not arrive at the start of Your course but you had informed SWANSEA COLLEGE of Your arrival details in advance, then 10 working days after the start of Your course, Your place will be cancelled, any visa revoked and all Fees paid will be forfeit.

## **Cancellation of a course/courses before You start**

- 1.22. You must inform SWANSEA COLLEGE in writing if you wish to cancel your booking.
- 1.23. If you cancel a booking more than 14 days before the Start Date, SWANSEA COLLEGE will refund the Fees, minus the Deposit and Enrolment Fee.
- 1.24. If you cancel a course booking 14 days or less before the Start Date, SWANSEA COLLEGE will refund all Fees paid, minus the Deposit and Enrolment Fee and the first term's fees.
- 1.25. If you cancel your course once commenced, SWANSEA COLLEGE require one full term's notice. The current term and the next term will be due immediately to pay. Once you have been withdrawn from the course, your access to all logins will be restricted.
- 1.26. Please note this notice must be received from a parent/guardian mentioned on the application form during term time where a member of staff needs to acknowledge this.
- 1.27. If you send the notice during holidays/half term then this will be acknowledged on the first day of our return.
- 1.28. If SWANSEA COLLEGE has issued you a CAS letter and you choose to cancel Your course, the CAS letter will be cancelled and you must not attempt to travel to the UK using that CAS letter.
- 1.29. If you have arranged accommodation through Swansea Homestay, please consult their cancellation Terms and Conditions for how to cancel accommodation, cancellation fees and associated costs you may incur if cancelling a booking.
- 1.30. SWANSEA COLLEGE shall have no further liability to You in respect of any cancellation of your booking in accordance with the terms of this clause.
- 1.31.

## **Cancellation of a course/courses after You start**

- 1.32. You must inform SWANSEA COLLEGE in writing if you wish to cancel Your booking.
- 1.33. SWANSEA COLLEGE will refund Fees paid, minus the Deposit and Enrolment Fee, the remainder of the first term, the following term's Fees, any damages or disbursements due, and any incidental fees or charges.
- 1.34. If you have a Tier 4 (Child) or Tier 4 (General) visa, you must return to your home country immediately. SWANSEA COLLEGE must inform UKVI regarding your decision not to continue with the course you have started, and your Tier 4 visa is likely to be cancelled. You will need a new CAS letter and must apply again for a Tier 4 (Child) or (General) visa if you wish to study at a different institution in the future. Please be aware that UKVI has strict rules concerning students who have started - and failed to complete - courses in the UK with Tier 4 sponsors. You must consult the Government's guidance on this and/or seek the advice of specialist immigration lawyers in the UK (SWANSEA COLLEGE recommends Cambridge Solicitors LLP).
- 1.35. If you have arranged accommodation through Swansea Homestay, please consult their cancellation Terms and Conditions for how to cancel accommodation, cancellation fees and associated costs you may incur if cancelling a booking.
- 1.36. SWANSEA COLLEGE shall have no further liability to You in respect of any cancellation of your booking in accordance with the terms of this clause.

## **Changing courses before you start**

- 1.37. You may defer entry by 1 year to start the following academic year (unless by doing so you will then be 18 or over on the first of September immediately preceding the deferred course start date). You must provide notice to SWANSEA COLLEGE of the change at least 28 days before your Start Date, and if You do not, You will be charged an administration fee equivalent to 1 term of Course Fees.
- 1.38. You must consult the Terms and Conditions for Swansea Homestay if they have arranged Your accommodation. SWANSEA COLLEGE are not responsible for any fees or monies forfeited by You to Swansea Homestay as a result of You changing your course before you start.
- 1.39. SWANSEA COLLEGE may refuse any request to delay course dates if SWANSEA COLLEGE cannot provide the course(s) on the new dates that You request, and may charge increased Course Fees if you delay the start of Your course.
- 1.40. Please note that delaying a course may affect your visa. In this case, SWANSEA COLLEGE will not be held responsible for any issues arising regarding your visa, including but not limited to costs incurred. If SWANSEA COLLEGE has issued you a CAS letter and you choose to delay you course, the CAS letter will be cancelled and you must not attempt to travel to the UK using that CAS letter.
- 1.41. SWANSEA COLLEGE cannot guarantee that Swansea Homestay will be able to rearrange your accommodation for a later date. If you are unable to attend the rearranged course because no suitable accommodation is available, Your course will be cancelled. In these circumstances:
  - If You made the application to change your course dates more than 28 days before the course was due to commence, You will receive a refund of all Fees paid by You, minus the Deposit and Enrolment Fee
  - If You made the application to change your course dates less than 28 days but more than 14 days before the course was due to commence, You will receive a refund of all

Fees paid by You, minus the Deposit and Enrolment Fee and the first term's course fees.

- If You made the application to change your course dates less than 14 days before the course was due to commence, You will receive a refund of Fees paid by You, minus the Deposit and Enrolment Fee and the first year's course fees.

## **Changing course dates after you start**

- 1.42. If you have a Tier 4 (Child) visa, you must return to your home country immediately if you decide to postpone Your course for the following academic year after you have already started the course. SWANSEA COLLEGE must inform UKVI regarding your decision not to continue with the course you have started, and your Tier 4 visa is likely to be cancelled. You will need a new CAS letter and must apply again for a Tier 4 (Child) visa when you are ready to start the new course. Please be aware that UKVI has strict rules concerning students who have started - and failed to complete - courses in the UK with Tier 4 sponsors. You must consult the Government's guidance on this and/or seek the advice of specialist immigration lawyers in the UK (SWANSEA COLLEGE recommends Cambridge Solicitors LLP).
- 1.43. If You need to postpone a course after the start of the course you must give SWANSEA COLLEGE at least 28 days' notice.
- 1.44. You will be given credit on account to pay the Course Fees for the following academic year (this must be checked with your payment plan). The credit will be for an amount equal to the Course Fees already paid, in respect of any part of the relevant course remaining after the later of:
- The end of the term following the term in which You leave the course; or
  - The end of the term following the term in which the 28 day notice period expires

minus any damages or disbursements due, or any other incidental fees or charges.

The credit on account will remain valid for the academic year after the date of issue of the credit. The credit is not transferable to any other person.

- 1.45. If You do not enrol at the College the following academic year, all credit on Your account and the Deposit is forfeit.
- 1.46. If you have arranged accommodation through Swansea Homestay, you must consult their Terms and Conditions for cancellations. SWANSEA COLLEGE are not responsible for any fees or monies forfeited by You to Swansea Homestay as a result of You changing your course after you start.

## **Changing classes and timetables**

- 1.47. Students cannot reduce their weekly study hours or change from a full time course to a part-time course or one-to-one class.
- 1.48. SWANSEA COLLEGE reserves the right to alter the timetable and/or transfer students from one class to another, from one time of study to another, and to merge small classes or cancel classes and courses.

## Behavioural agreement

- 1.49. You agree to abide by the College's Behaviour Policy.

## Entry Requirements

- 1.50. This will vary from course to course: requirements are as stated on the website. Only refer to the updated website version.

## Additional Terms

- 1.51. You must wear the correct college uniform at all times whilst attending the college, or whilst representing the college outside of the building (e.g. on educational trips, visits to local businesses etc) unless otherwise informed by one of the Senior Management Team. Additional uniform items can be purchased from the college when needed.
- 1.52. You must inform the college of any change in Your circumstances while You are a student at SWANSEA COLLEGE. For example, but not limited to: change of address, change of telephone number, change of name, change of legal guardian in the UK, newly diagnosed medical conditions or learning difficulties.
- 1.53. In addition, if You are under 18, Your parent or Your legal guardian in the UK must also inform the college of any change in Your circumstances while You are a student at SWANSEA COLLEGE.
- 1.54. You are requested to not approach or ask any member of staff at SWANSEA COLLEGE to help you with private tuition. All one-to-one tuition must be conducted through SWANSEA COLLEGE and can be booked at reception. If You ask a member of SWANSEA COLLEGE staff for private tuition, the member of staff is obliged to report this and this could put him/her in a difficult position. If they are found to have offered or provided You with private tuition, both the teacher and You risk disciplinary procedures, which could result in their dismissal or your expulsion.
- 1.55. You are required to sit all the exams to which you are entered by SWANSEA COLLEGE. This includes completion and submission of any project or practical work, oral exams, essays, assignments and written exam papers.
- 1.56. SWANSEA COLLEGE is legally obliged, as an educational institution, to be closed on Bank Holidays. Days of lessons in lieu of Bank Holidays are not offered.

## Under 18's

- 1.57. **You must choose:**
- **homestay accommodation on a full-board basis, or**
  - **to live with a parent, close relative or legal guardian over the age of 18 in Swansea, or**
  - **to live with someone else over the age of 18 in Swansea (this arrangement must be approved by Swansea Social Services – if You think that You will live with someone who is not a close relative, you must inform SWANSEA COLLEGE as soon as possible so that appropriate advice can be provided to You),**
  - **(students over the age of 16) to arrange to live independently in Swansea, but this is not recommended by SWANSEA COLLEGE.**
- 1.58. **The college cannot be held responsible for students under the age of 18 when they are not at college premises.**
- 1.59. **A curfew form should be sent back to the college with the times parents wish for their child to be at home in the evenings and on weekends. For Under 18's it is also important that you, as a**



**parent tick whether or not you wish for your child to attend and participate in activities that have been organised by SWANSEA COLLEGE.**

- 1.60. **You must not buy alcohol or cigarettes. If caught doing so, this may result in an expulsion from the college.**
- 1.61. **If you cannot attend classes at the college, you must notify the college immediately.**
- 1.62. All under 18 students must have a legal guardian while they are in the UK. This may be parent or other close family member (over 18). If your child is not accompanied by a guardian, then you can appoint a suitable adult here in the UK.
- 1.63. The College is not able to assist parents in finding a suitable guardian but for those families who do not have close relatives in the UK, a list of accredited agencies can be obtained from: AEGIS, The Wheelhouse, Bond's Mill Estate, Bristol Road, Stonehouse, Gloucestershire. UK. GL10 3RF Tel: +44 (0) 1453 821293 or Email: [info@aegisuk.net](mailto:info@aegisuk.net)
- 1.64. **The parent must complete all documentation regarding the student so that the college can provide transfers from and to their point of entry into the UK (if not accompanied to the UK by a parent or close family member) and also provide a comfortable environment for the student which is safe and enjoyable.**

## Accident & medical insurance

- 1.65. Student insurance - £150 per annum; single payment in August invoice. This is compulsory unless an alternative cover is provided. Cover under the insurance policy does not commence until the insurance fees have been paid in full, which are non-refundable.
- 1.66. The college does not provide an insurance scheme to cover fee refunds and parents are encouraged to make their own arrangements.

## Related Documents

- Terms and Conditions General
- Terms and Conditions for Accommodation – available on Swansea Homestay's website ([www.swanseahomestay.com](http://www.swanseahomestay.com))
- Terms and Conditions for English courses (including Foundation English courses)
- Terms and Conditions for One-to-one lessons and other tuition
- Terms and Conditions for Citizenship English Courses
- Terms and Conditions for Meet and Greet & Taxi Transfer Service

## Refunds

Refunds will normally only be issued to students (or their sponsors) in the following circumstances:

- After a course is cancelled by the College.
- Where a student is prevented by ill health from continuing to attend a course providing (1) that he/she has not attended any sessions during the final term's study, and (2) corroborative medical evidence is submitted.
- Where a student is overcharged for his/her course.

- Where a student withdraws from a course before the commencement of the course with a valid reason. This will be in exceptional circumstances only and deemed so by the Principal or his/her deputy. Refunds issued in accordance with this aspect of the policy are not to be considered as establishing precedents.
- Where appropriate in response to an upheld significant complaint about a course as judged by the Principal and Training.

In all of the instances referred to above a refund will only be approved:

- After the student (or sponsor) has completed an official College refund application form unless a course is cancelled by the College in which case a refund will be paid automatically.
- If application is submitted no later than the last day of the first term following the student's cessation of attendance or change in status.

#### Scale of Refund

- When a student's course is cancelled by the College the student shall be entitled to a full refund of all fees paid.
- A student who is overcharged shall be entitled to receive a refund equivalent to the full amount of the overpayment.
- A student's eligibility for fee remission is assessed at the start of each course. If circumstances change after they have commenced their course this does not affect their entitlement or otherwise to fee remission and no refunds will be given in these circumstances.
- Examination and/or registration fees will only be refunded minus admin fees when the College has not incurred any expenses in relation to examination entries or registrations on behalf of the student.

## Non Payment of Fees

All students are expected to pay fees at enrolment. This may be by:

- Cash / Credit Card payment
- Evidence of student loan payment
- Evidence from employer that they agree to pay
- Financial instalment plan
- Enhanced Learning Credits for Armed Forces (ELCAs) (terms and conditions apply)
- Fee remission via proof of benefits

Where fees are being paid by a loan, payments will need to be confirmed six weeks from the student enrolment date. Failure to pay within 14 days of invoice will result in the student being suspended from class. Notification will be sent to the Head of Centre to suspend the student accordingly.

Students who fail to pay fees, no matter their mode or length of attendance and proposed method of payment, will be charged the amount that the College should have received from Student/ Student Loans Company. Failure to pay fees will initially result in suspension and non-access to the College's IT system followed by withdrawal from the course.