



## Terms and Conditions for the Acceptance of Individual Enrolments

The following terms and conditions apply to individuals enrolling on the College's open-enrolment courses. Group courses have special terms and conditions which are set out in the agreement with the course organiser.

### Payment

1. Enrolments are confirmed by payment of a £300 non-refundable deposit. This sum will be credited towards payment of the College's registration and tuition fees.
2. Full payment for your course must be made at least 4 weeks before the course begins.
3. Payment by instalments may be arranged by request for courses longer than 12 weeks. Each instalment is for a 12-week period and must be paid 6 weeks in advance. This will be explained on your invoice.

### Visas

4. Students needing a visa can only enrol at the College with a suitable UK visa for study. Please contact your nearest British embassy or consulate for further information. We advise students to allow plenty of time for the visa application to be processed.
5. It is the student's responsibility to have the correct visa, and to abide by the conditions of their leave to remain in the UK, which may include police registration, work restrictions and class attendance. The College reserves the right to terminate a student's enrolment, without refund or compensation, if they do not comply with visa regulations.
6. While the College cannot provide official guidance, staff will assist students with their visa application and direct them to UK government guidelines <http://www.hilderstone.ac.uk/information/visas.html>. The College is not liable for any errors which occur during the application process.

### Courses and Attendance

7. The College does not accept complete beginners (unless agreed with the College as part of a closed group or on a one-to-one course). If you are a beginner, but tell us that you are above this level, the College reserves the right to cancel or change your course. Please note, if individual lessons prove necessary, the one-to-one course fee will be charged.
8. The College reserves the right to change or cancel a course should there be insufficient demand, and to modify courses without prior notice.
9. The minimum age is 16 years on Intensive English, Cambridge examination, Academic English and closed-group courses. Age ranges on other courses are subject to suitability.
10. Changes in course are possible, but the College reserves the right to charge an administration fee of £25 for each change.
11. Student attendance is monitored daily by the College. The College has a responsibility to report absences of students on visas to British Government agencies, and when requested, to others such as sponsors, companies, parents and educational institutions.

### Cancellations, Holidays and Refunds Policy

12. If you wish to cancel your enrolment, before or during a course, **eight weeks'** notice is required for refunds on tuition fees, and two weeks' notice for accommodation refunds. A course cancellation fee of £100 is charged.
13. If there is a delay with your visa application, you must give us two weeks' notice for the College to amend your enrolment dates without additional charges.
14. If a visa is refused, upon receipt of a visa refusal letter, the tuition fees will either be
  - a) refunded, less an administration charge of £25, or
  - b) credited to the fees of a later booking at no additional cost.In all cases, the two-week notice period for cancelling accommodation will apply.
15. Refunds are only made for full weeks' tuition and/or accommodation (Sunday–Saturday). No refunds are made for periods shorter than one week.
16. There is no refund for public holidays (when there are no classes). A cultural excursion is arranged for students on these days free of charge.
17. Where an individual student travelling as part of a group chooses to cancel a course, or for the cancellation of a complete group, the College will apply the terms of the agreement made with the group organiser or ETO.

18. Before the course, students enrolling for at least 24 weeks may include a holiday period in their booking. Tuition fees for each whole week of the holiday will not be charged. For shorter periods, two separate bookings with an interval between each booking may be made. In either case, accommodation charges may apply (see section 23).
19. During the course, students enrolled for at least 24 weeks may request a holiday but must give at least four weeks' notice. Approval is subject to a £25 administration fee. Tuition fees for each whole week of holiday will be credited or refunded.
20. Students are advised to purchase adequate insurance for cancellation costs not covered by the College's refunds policy.

### Accommodation and Welfare

21. The provision of homestay, or any other accommodation, is not guaranteed by the College. At times, such as at peak periods, when all homestay accommodation may already be taken, or if the College feels a student is not suited to homestay, it will provide the student with information about the alternative accommodation possibilities available. A refund will be made when the College is not able to arrange homestay accommodation.
22. Homestay accommodation should be booked from Sunday to Saturday. An extra charge of £30 per night for up to two nights will apply if you arrive on Saturday (or earlier), or depart after the Sunday. For more than two nights a full week's homestay fee is charged.
23. Students enrolled on a course before and after the Christmas break may stay in homestay accommodation over the period when the College is closed. For this there is a homestay supplement of £50 per week.
24. Students travelling during the Christmas period, or during an agreed holiday, but wishing to reserve the same homestay accommodation and/or store their belongings with the homestay, are charged half the normal weekly homestay rate. Students taking a holiday for longer than two weeks may be asked to vacate the room, although their belongings will be stored.
25. Holidays taken for less than a full week will not be refunded. Students who depart or return from a holiday mid-week will be charged for a full week.
26. The College cannot guarantee a stay with one homestay host throughout the whole period of enrolment. Where the student requests a change of homestay, and the College agrees to make the change, a £25 administration fee is charged.
27. A supplementary charge of £20 is made for late arrivals between 22.30 and 00.00. Hosts cannot accept students between 00.00 and 08.00. If you are arriving in Broadstairs late, please make alternative arrangements to stay in a hotel.
28. Students are asked to plan their departure after 08.00. A charge of £20 is made for departures before 07.00.
29. Please note on your enrolment form any medical condition, allergy or dietary requirement you have. Although we take into consideration these requirements, we cannot guarantee the availability of homestay accommodation to meet all requests. When homestay hosts are able to meet special requests, but at additional cost to themselves, we reserve the right to make a supplementary charge of £22 per week to cover the costs of special dietary requests.
30. Although homestay hosts can provide for non-pork and vegetarian diets, they do not usually provide for Halal diets. Please ask a member of our welfare staff for advice.
31. If you have a medical condition for which you require a prescription, please bring a letter from your doctor, translated into English. Without this you will not be able to be prescribed medicine in the UK.

### Insurance and Liability

32. The College strongly recommends that students have suitable insurance before they travel. This should include cover for all aspects of their stay, including course cancellation and postponement, travel (including flight delays, or reorganising flights) and medical cover (including expenses incurred through an illness or accident). The College will not be responsible for resolving any issues that arise from a lack of insurance cover on the part of the student. If you wish, the College can assist with arranging [insurance cover](#).
33. The College has full public liability insurance but accepts no responsibility for injury or the loss or damage of personal property on the College premises or at any venue or location, including transportation or homestay accommodation, used by the College.
34. The College is not liable for any failure to fulfil its duties in the case of Force Majeure. As such, where the College fails to perform its obligations as a result of Acts of God (including fire, flood, earthquake, storm, hurricane, infectious diseases or pandemics or other natural disaster that are beyond the reasonable control of the parties), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity, the College cannot be held liable or accountable.
35. If the College asserts Force Majeure as a reason for failure to perform its obligations, the College must provide evidence that it took all reasonable steps to minimise delay or damages caused by foreseeable events, all non-

excused obligations were fulfilled and that the other party (student, ETO etc.) had been notified of the possibility or actual occurrence of the event in reasonable time.

36. In the event of an outbreak of infectious disease, all students and or parents/guardians are required to comply with rules regarding quarantine as set by government agencies or by the College. Please see our [policy on international epidemic of an infectious disease](#).

#### **Welfare for Students under the Age of 18**

37. Parents/guardians must complete and sign the College's [Consent to Study and Travel form](#), and ensure that it is returned to the College before the student travels to the UK.
38. If, for any reason, the College does not receive this form it will be assumed that the general rules and conditions outlined in the form have been accepted by the parent/guardian of the student.

#### **Policy on Disruption to International Travel**

39. In the event of travel delays and/or subsequent course cancellation or postponement, the College's cancellation and refund policy applies. In exceptional circumstances, directly related to closure of airspace, the College will look sympathetically at the individual circumstances and may issue a credit for part or full course fees, and help students rebook their course at a later date if requested. In these circumstances, the College will not charge a cancellation fee, but may charge for accommodation booked and not taken.
40. In all cases, the College asks that students and ETOs keep in regular contact with the College before and/or during the journey, especially when it is likely that external conditions will affect a student's travel. These situations are usually fast-changing, and it is imperative that the College is kept informed of any changes to the expected arrival time, so we can inform our transfer company and the homestay host. The College's 24-hour emergency number (+44 7767 367789) can be called if vital information needs to be communicated. Please only contact this number with important information, as it is vital that the phone is kept free for genuine emergency situations.
41. Although it is not the liability or responsibility of the College, if there are last minute changes to a student's arrival or departure plans the College will assist in extending their accommodation, or finding alternative accommodation, when possible. Where it is possible to extend homestay placement our published fees apply. We have a special obligation for the welfare of students under the age of 18. The College will offer all assistance in helping such students to investigate and book alternative ways of getting home.

#### **General**

42. Students are expected to abide by all [the College's policies and procedures](#), which are published on our website. The College reserves the right to ultimately exclude a student in the case of serious misconduct. No refund will be offered where a student has been dismissed for misconduct. Students have a full right of appeal through English UK and the British Council if dissatisfied.
43. Students must bring their passport or national identity card (EU/EAA/CH citizens only) to the College on their first day.
44. All data provided by the Organisation will be processed in compliance with the General Data Protection Regulation and (UK) Data Protection Act 2018. Please see the College's [Privacy Policy](#) for details.
45. Hilderstone College will ask for the consent of students applying to study before disclosing part or all of their data held by the College to appropriate bodies, such as homestay hosts, UK government bodies and inspection bodies, as required by the Data Protection Act.
46. The College sometimes takes photos or makes videos for promotional use, through its brochure, website and social media feeds. These images have no contractual value. The College will ask you for your consent in writing before using any images in this way. If you have given such consent, you can withdraw it at any time by telling us, writing to the College, or by [email](#).
47. The College reserves the right to amend its terms and conditions. The revision date is always noted at the end of the document. The most up-to-date Terms and Conditions for the Acceptance of Individual Enrolments are available [here](#).

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