

# Terms and Conditions

## Terms and Conditions

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### English language courses in the UK

*Last updated August 2019*

Kings reserves the right to change prices, to cancel or change courses and to amend timetables at any time prior to enrolment and to make additions or amendments to these terms and conditions by giving one month's written notice to all affected parties.

#### 1. Enrolment Fee

There is an enrolment fee payable on all courses.

#### 2. Visa fee

For certain visa nationals, there is a charge of £25 (subject to change) for a Confirmation of Acceptance for Studies (CAS). If you are a visa national, please include your passport number on your booking.

#### 3. Acceptance of enrolment

We will acknowledge your application within 24 hours (Monday to Friday). Written acceptance of enrolment by the College will be given on receipt of £205 (£120 deposit and £85 enrolment fee), or full fees if booking less than four weeks in advance, and constitutes a firm agreement for the period specified on the enrolment form.

#### 4. Payment

Full fees must be received 4 weeks before the start of the course. If booking is received less than 4 weeks before the start of the course, full payment must be made at the time of enrolment. Fees can be paid by cheque, credit card or bank transfer. Bank charges for both sending and receiving banks are payable by the sender. **IMPORTANT:** when making your payment please ensure that you transmit sufficient funds to cover the bank charges and to cover the sterling amount shown on the invoice at the exchange rate of the day.

## 5. Visa documentation

Once we have received your deposit and enrolment fee, we will hold a place on the course and in accommodation and send all relevant visa documentation including a Certificate of Acceptance for Studies (CAS), if applicable. Please advise us as soon as your visa is granted or refused.

## 6. Cancellation

### 6a. Cancellation due to visa refusal (all courses)

If your visa is refused, please send us a copy of the visa refusal letter. On receipt of this letter, tuition fees, accommodation fees and deposit will be refunded minus the enrolment fee, the CAS fee and minus any bank charges.

### 6b. Cancellation for other reasons

To cancel tuition and/or accommodation, a minimum of four weeks' notice must be given in writing to the Principal of the College.

For cancellations received more than four weeks before the start of the course, the tuition fees, accommodation fees and deposit will be refunded minus the enrolment fee, the CAS fee and minus any bank charges.

For cancellations received less than four weeks before the start of the course (due to reasons other than visa refusal):

- no refund is given if the course is a long-term reduced price course of 12 weeks or longer (e.g. the Kings Diploma and Compact and Intensive Courses of 12 weeks or longer)
- for other courses the tuition fees and accommodation fees will be refunded minus a 4-week cancellation charge, minus the enrolment fee, the CAS fee and minus any bank charges

Accommodation fees are refunded after 4 weeks' notice or after deducting 4 weeks' accommodation fees in lieu of notice.

## 7. Withdrawal

Four weeks' notice in writing must be given for withdrawals from a course. Tuition and accommodation refunds will be given minus the four-week notice period except for long-term reduced price courses i.e. Compact and Intensive courses of 12 weeks or longer and the Diploma of Intensive English, for which no refund is given. We are obliged to notify the relevant UK Government bodies if a student holding a current UK visa withdraws from our College.

## 8. General Notes on Refunds

- No refunds are given for long-term reduced price courses (i.e. the Diploma of Intensive English and Compact and Intensive Courses of 12 weeks or longer) for cancellation or withdrawal, less than four weeks before the start of the course except in the case of visa refusal (see 6. above)
- Bank charges, enrolment fee and CAS fee — all refunds are paid minus any bank charges, minus the enrolment fee and minus the CAS fee
- Refunds are made to the fee-payer after deductions for any disbursements or damages

- Late arrivals — no refunds are given for late arrivals
- Expulsion — no refunds are given for students who are expelled from College for disciplinary reasons
- Insurance — no refunds are given

## 9. Academic and Teaching

- Courses usually start on a Monday (or Tuesday if Monday is a public holiday). Testing and orientation replace lessons on the first day at College
- During high season, classes may run in the morning and/or afternoon (or a combination of both)
- Prices include teaching materials and use of coursebooks. Students may purchase coursebooks for personal use if required
- Public exam fees are not included in the course prices

All courses include a level assessment on or prior to arrival, induction and orientation and regular progress tests. Students who successfully complete the course and attend at least 90% of lessons receive a Kings Certificate of Achievement.

## 10. Public holidays and College closure

Tuition is not given on public holidays (19 April, 22 April, 6 May, 27 May, 26 August 2019). No refund or compensation is given for lessons missed due to public holidays. The Colleges are closed between 23 December 2019 and 5 January 2020 inclusive (schools re-open 6 January 2020).

## 11. Discipline

If your work, attendance or conduct is unsatisfactory, you will be subject to the College's disciplinary procedures. These procedures may lead ultimately to expulsion. In the event of expulsion fees are not refunded. Travel and other costs incurred as a result of expulsion must be met by the student or by the student's guardian. Attendance is compulsory for all students and is a condition of a UK visa. Non attendance of visa nationals is reported to the relevant UK government bodies.

## 12. Accommodation

Kings acts solely as agents (and not as principals) in the arranging and providing of homestay accommodation for students. Prices are per week (residential accommodation is usually available from Sunday to Saturday). No refund is given for early departure but a charge will be made for any extra nights. A re-booking fee of £20 will be charged each time accommodation is re-booked, if not originally booked for the entire course on commencement of the course.

Four weeks' notice must be given to cancel or withdraw from accommodation. Students who move out without giving the proper notice period will be charged 4 weeks' accommodation fees in lieu of notice. Students under 18 wishing to move into private accommodation must seek approval from the Principal and provide written authorisation from parents. Accommodation during the College holidays is subject to availability and at extra charge. Homestay students may have a change of family during the holiday period.

All Colleges and residences are non-smoking.

### **13. Liability**

Kings shall not be liable under any circumstance for its failure to provide any services whatsoever if that failure is caused directly or indirectly by industrial action or by circumstances beyond the College's control. Any damage caused by a student to college property, to the homestay property or to a residence, whether intentional or not, will be charged to the student/s responsible. Students in residential accommodation are jointly and severally liable for shared facilities and the College reserves the right to recover costs for damage and exceptional cleaning.

### **14. Parental consent for 16-17 year olds**

It is understood that by accepting these Terms and Conditions permission is given for your child/ward:

- to live and travel independently while studying at Kings. However, accompanied transfers are compulsory for all children under 18 and additional permission will be sought for any travel outside of the UK arranged by Kings and other external providers as part of our education or social programme
- to participate in on- and off-site activities and excursions arranged by Kings and other external providers
- to be administered first aid and to be given appropriate non prescription medication.
- in an emergency, to be administered medication and treatment as instructed by medical authorities present including emergency dental, medical or surgical treatment, anaesthetic, blood transfusion.

Please advise the Registrar in writing if permission is not given.

### **15. Damage deposit**

In both residential and homestay accommodation, students cover the cost of any damage caused or exceptional cleaning required. For this reason, we insist all students have insurance.

### **16. Holidays for long-term students**

Students are permitted a maximum of 2 weeks' holiday during a 24-week course and a maximum of 3 weeks' holiday during a 36-week course. Holidays must be booked at least 4 weeks in advance. An administration fee will be charged for any changes in holiday dates. Full accommodation fees will be charged if the bedroom is not completely vacated.

### **17. Holidays for short-term students**

No allowance is made for students taking holiday during their course (i.e. no refund will be given for days missed and days missed cannot be added to the end of the course). Students who take unauthorized absence during a short-term course will be marked down as absent from lessons and their certificate may be withheld.

### **18. Transfers**

Students under 18 have to be accompanied to and from the airport/station on arrival and departure, for which there is an extra charge (see supplements). 16-17 year olds can travel independently if they have a letter of consent to travel signed by their parents or guardian with them. For under 16s, an accompanied transfer is compulsory.

## 19. Insurance

All Kings Education students must have appropriate accident and medical insurance. Travel insurance to cover personal property, breakages, loss and damage is strongly recommended. Kings Education recommend Endsleigh Insurance. This can be booked through Kings or through your agent. Please note that once booked, insurance is non-refundable.

## 20. Data protection

Any information provided to Kings may be held on computer and used by Kings in accordance with its Data Protection registration and the UK Data Protection law. Kings is obliged to provide UK contact details and attendance information to UKVI.

Full details are contained in our Data Protection Policy:

[Go to Data Protection Policies \(GDPR\)](#)

## 21. Jurisdiction

In any dispute arising out of this contract, the parties expressly agree to submit to the jurisdiction of the courts of England and Wales having jurisdiction in the matter in question.

## Complaints

If you wish to make a complaint please consult our complaints policy:

[View Kings Complaints Policy](#)

## Kings Policies

[Go to all Kings Policies](#)

[All Kings Policies](#)

[Under 18s policy](#)

[Data Protection Policies](#)

[Complaints policy](#)

## For English language courses in the USA

*Last updated August 2019*

Kings reserves the right to change prices, to cancel or change courses and to amend timetables at any time prior to enrollment and to make additions or amendments to these terms and conditions by giving

one month's written notice to all affected parties.

## **1. Enrollment Fee and Advanced Payment fee**

There is an enrollment fee payable on all courses.

## **2. Acceptance of enrollment**

We will acknowledge your application within 24 hours (Monday to Friday). Written acceptance of enrollment by Kings will be given upon receipt of the enrollment fee and constitutes a firm agreement for the period specified on the enrollment form.

There is a minimum age of 16 to enroll in all Kings courses aside from Intensive 25+ (minimum age of 25). Students below the minimum age may be considered for enrollment under special circumstances and upon direct approval from Kings.

## **3. Payment**

Fees can be paid by check, money order, credit card, or bank transfer. Bank charges for both sending and receiving banks are payable by the sender. **IMPORTANT:** when making your payment please ensure that you transmit sufficient funds to cover the bank charges and to cover the dollar amount shown on the invoice at the exchange rate of the day. Payment by credit card is subject to a surcharge of 2%, AMEX 3.5%. You will not be allowed to attend classes if fees are outstanding. You will be required to leave the course if you are not able to produce payment or proof of payment.

### **Kings Los Angeles**

- If your program is four months or less, you will be required to pay for all tuition and fees on the first day of instruction.
- If your program is more than four months, the first four months of tuition and fees must be paid on the first day of instruction. When 50 percent of the program has been offered, full payment of the remainder of the tuition and fees will be due.

### **All other locations**

- Full fees are due by the course start date.

## **4. Visa documentation**

Once we have received your enrollment fee, we will hold a place on the course and in accommodation and send all relevant visa documentation including the I-20, provided you have submitted proof of financial solvency. Please advise us as soon as your visa is granted.

### **5a. Cancellation due to visa refusal**

If your visa is refused, all fees will be refunded.

## **5b. Cancellation/Withdrawal for other reasons (Kings Boston/Kings New York)**

### **Cancellation**

If you cancel prior to the start of scheduled classes or never attend class (no show), all tuition, accommodation and insurance fees will be refunded, less any actual costs incurred. The enrollment fee and other service charges (e.g. airport transfer, courier fee, campus services fee) are non-refundable up to a maximum total of \$500.

If you are accepted by Kings and enter the US on a Kings I-20 and subsequently cancel prior to the start of scheduled classes or never attend class (no show), Kings may retain:

- For an enrollment period of fewer than 12 weeks, all the tuition charges for up to four weeks, actual housing costs incurred, and a maximum total of \$500 for non-refundable charges.
- For an enrollment period of 12 weeks or more, all the tuition charges for up to six weeks, actual housing costs incurred by the institution, and a maximum total of \$500 for non-refundable charges.

### **Withdrawal**

#### **5b (i) First Period of Financial Obligation (Initial Enrollment)**

If you are unable to complete your course after beginning studies, the following tuition refunds apply:

For students whose last day of attendance occurs at any point in the first four weeks, Kings will retain all charges applicable to the first four weeks.

For students whose last date of attendance occurs after the first four weeks but before or at the mid-point of their period of financial obligation, Kings will retain a prorated amount of tuition.

For students whose last date of attendance occurs after the midpoint, Kings will retain all of the charges for that period.

#### **5b (ii) Subsequent Periods of Financial Obligation or Enrollment periods (Extensions)**

For students who have completed the first period of financial obligation or extended their enrollment at Kings, but whose last date of attendance occurs before or at the midpoint of any subsequent period of financial obligation, Kings will retain a prorated amount of tuition for that period.

For students whose last date of attendance occurs after the midpoint of any subsequent period of financial obligation, Kings will retain all of the tuition for that period.

## **5c. Cancellation/Withdrawal for other reasons (Kings Los Angeles)**

### **Cancellation**

In accordance with regulations in the State of California:

Notice of cancellation must be in writing.

If notice of cancellation is made through attendance at the first class session, or the seventh day after enrollment, whichever is later, 100% of tuition will be refunded. Accommodation and insurance fees will be

refunded less any actual costs incurred. The enrollment fee and other service charges (airport transfer, courier fee) are non-refundable up to a maximum total of \$250.

## **Withdrawal**

To cancel the enrollment agreement or withdraw, you may request the change to a Kings staff member. You will be given a refund calculation worksheet showing what your last day of attendance will be, as well as a refund quote based on your notice date and final date.

Notice of withdrawal may be in writing or may be effectuated by the student's conduct, including, but not necessarily limited to, lack of attendance.

If you are unable to complete your course after beginning studies, the following tuition refunds apply:

- If withdrawal occurs after completing 60 percent or less of the period of attendance, a pro rata refund will be given.
- If withdrawal occurs after completing over 60 percent of the period of attendance, no refund will be given.

In order to finalize a withdrawal, you must request the change to a Kings staff member. You will be given a Change Request Form (CRF) showing what your last day of attendance will be, as well as a refund quote based on your notice date and final date. Signing this form will finalize your withdrawal.

## **5d. Curtailment of Accommodation**

To cancel accommodation, a minimum of four weeks' notice must be given in writing to Kings staff. A refund will be made of the unused accommodation fee less the applicable notice period.

Students who move out without giving the proper notice period, or who must leave the residence due to conduct or disciplinary reasons, will be charged four weeks' accommodation fees in lieu of notice. A partial week may be counted as one week of accommodation.

## **5e. Curtailment of Insurance**

Insurance will be charged for all used weeks. A pro-rata refund will be made of the unused weeks. Students who do not give notification of cancellation (no show) or withdrawal will be charged the cost incurred from the start date to the date of determination of withdrawal/cancellation.

## **6. General Notes on Refunds**

- Bank charges — all refunds are paid minus any bank charges.
- Refunds are made to the fee-payer.
- Accommodation deposits — will be refunded to the fee-payer after deductions for any disbursements or damages.
- Late arrivals — no refunds are given for time missed due to arriving late for courses.
- If you are downgrading to a course with fewer lessons, you will be subject to the withdrawal policy in these terms for the initial course and subsequently rebooked to the new course using regular published tuition rates.
- Refund Due Date
  - If you never attend class (no-show) or cancel prior to the class start date, all refunds will be



made within 45 days of the first scheduled date of class or the date of cancellation, whichever is earlier.

- If you withdraw, the refund due will be calculated using the last date of attendance and will be paid within 45 days for the documented date of determination. The date of determination is (a) the date you give notice of withdrawal to Kings, or (b) the date Kings administratively withdraws you, or (c) the date Kings terminates you due to your failure to adhere to our attendance, conduct, or student progress policy.

If you provide advanced notice of withdrawal such that the 45-day window ends before the last date of attendance, the refund will be paid within 45 calendar days from the last date of attendance.

- Tuition refunds will be based on the discounted tuition charged (if applicable), except when students fail to meet any requirement of the promotional discount, such as failing to meet a minimum length of study required to receive the promotion.
- For Los Angeles, prorated tuition refunds will be calculated on a daily basis.
- At all other locations, prorated tuition refunds will be calculated on a weekly basis.
- All non-tuition items refunds will be calculated on a weekly basis.
- When determining the number of weeks, Kings will consider a partial week the same as if a whole week were completed if you were present at least one day during the scheduled week.
- In the event of Kings canceling or terminating a course, a full refund of all unused fees will be made.
- Non-refundable fees are registration fee, courier fee, airport transfer and campus services fee.
- Refund amounts will be based on a student's last date of attendance.
- In the event no notice of withdrawal (written or verbal) is provided, Kings will automatically administratively withdraw the student after s/he has been absent for 10 consecutive school days (excluding scheduled breaks) and complete a refund calculation.
- If you have enrolled with Kings through an agency, you have a contractual relationship with your agent that may affect your ability to obtain a refund. Payments made via an agency will be refunded through the agent and you will need to speak to your agency to confirm your final refund amount.

## 7. Academic and Teaching

- All courses include a level assessment on or prior to arrival, orientation and regular progress tests. Students who successfully complete the course and attend at least 90% of lessons receive a Kings Certificate of Achievement.
- Courses usually start on a Monday (or Tuesday if Monday is a public holiday). Testing and orientation replace lessons on the first day at Kings.
- During high season, classes may run in the morning and/ or afternoon. A specific timetable cannot be guaranteed.
- Prices include teaching materials and use of course books. Students may need to purchase additional coursebooks or materials for specialized courses.
- Public exam fees are not included in the course prices.

If your course requires a minimum level of English, you must take a test prior to enrollment. You will be retested upon arrival for final academic placement. If, after the placement test taken on arrival at the school, you are found to be at a level which is not appropriate for your booked course, the school reserves the right to place you in an appropriate level class, which may have a different curriculum.

## 8. Discipline

If your work, attendance or conduct is unsatisfactory, you will be subject to the School's disciplinary

procedures. These procedures may lead ultimately to expulsion. Travel and other costs incurred as a result of expulsion must be met by the student or by the student's guardian. Attendance is compulsory for all students and is a condition of a US student visa. Non attendance of students holding a Kings I-20 is reported to the Department of Homeland Security.

## **9. Accommodation and transfers**

Kings acts solely as agents (and not as principals) in the arranging and providing of homestay accommodation for students. Prices are per week (accommodation weeks are from Sunday to Saturday). No refund is given for early departure but a charge will be made for any extra nights. Availability for extra nights is not guaranteed and must be requested in advance. A partial week may be counted as one week's accommodation. Students arriving between 10pm and 6am may be asked to book alternative accommodation on their first night due to late/early arrival. All accommodation is non-smoking. Students are responsible for any damages caused to the host family's property or residence.

- Arrivals past 10pm require an airport transfer
- Any student arriving Saturday and/or departing Sunday will be charged for (an) extra night(s) if available
- Any student arriving Monday - Friday may have to check in at the school depending on arrival time
- 4 or more extra nights will be charged a full week

Kings arrival/departure transfers are available for private accommodation any time. Please contact Kings in advance with the address and time for arrangements.

## **10. Insurance**

All Kings Education students must have appropriate accident and medical insurance during their time in the USA. Insurance to cover personal property, breakages, loss and damage is strongly recommended. Insurance booked through Kings is charged at a weekly rate.

## **11. Publicity materials and data protection**

Kings Education periodically uses electronic and traditional media for publicity or educational purposes.

Full details are contained in our Data Protection Policy:

[Go to Data Protection Policies \(GDPR\)](#)

## **12. Federal holidays and Center closure**

Courses are not held on public holidays (21 January, 27 May, 4 July, 2 September, 28-29 November 2019). No refund or compensation is given for lessons missed due to public holidays. The School is closed between 23 December 2019 and 5 January 2020 inclusive (schools re-open 6 January 2020).

## **13. Liability**

Kings shall not be liable under any circumstance for its failure to provide any services whatsoever if that failure is caused directly or indirectly by industrial action or by circumstances beyond the Kings' control. Any damage caused by a student to college property, to the homestay property or to a residence, whether intentional or not, will be charged to the student(s) responsible. Students in residential accommodation are

jointly and severally liable for shared facilities and Kings reserves the right to recover costs for damage and exceptional cleaning.

Students hereby voluntarily release, hold harmless and agree to indemnify Kings, its agents, officers, employees, successors and assigns from any liability resulting from any claims, suits, procedures, costs, expenses, including attorney's fees, and causes of action of whatever kind or nature, including, but not limited to, a claim of Kings' negligence, resulting from any damage, loss, personal injury, disability, medical expenses, property damage or theft, arising from or out of the student's attendance or participation in the Kings program.

#### **14. Medical intervention**

The student or guardian (if under 18) grants authorization and consent to Kings to administer general first aid treatment for any minor injuries or illnesses experienced by the student. If the injury or illness is life threatening or in need of emergency treatment, Kings is authorized to summon any and all professional emergency personnel to attend, transport, and treat the student and to issue consent for any X-ray, anesthetic, blood transfusion, medication, or other medical diagnosis, treatment, or hospital care deemed advisable by any licensed medical professional or institution duly licensed to practice in the state in which such treatment is to occur. The student or guardian agrees to assume financial responsibility for all expenses of such care. Once medical/hospital treatment is completed, the student may be released back to Kings. The student or guardian (if under 18) agrees to allow Kings to contact and speak with the student's physician/dentist.

If you feel contrary to this, please advise Kings in writing so that we may keep a copy of this in the student file and we therefore act accordingly. Students will be required to provide medical history documentation prior to arrival in the US.

#### **15. Damage deposit**

For residential accommodation students may be charged an additional amount if damage has been caused to the residence, exceptional cleaning is required, or any of the housing rules and regulations have been violated.

#### **16. Activities and Excursions**

It is understood that students may participate in off-site social activities and excursions organized by Kings and/or external providers.

If your child is under 18, a guardian's permission is understood to be given for them to participate. Please advise Kings in writing if permission is not given in order to act accordingly.

#### **17. Jurisdiction**

In any dispute arising out of this contract, the parties expressly agree to submit to the jurisdiction of the courts of the USA having jurisdiction in the matter in question.