ANGLO SKILLS COLLEGE



TERMS AND CONDITIONS

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Anglo Skills College Terms and Conditions

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The terms and conditions of Anglo Skills College (ASC) are available for all the students applying to and studying at Anglo Skills College (referred to as the "ASC" in these terms and conditions").

The following terms and conditions and the Offer Letter, (together the "Terms and Conditions") set out the contractual relationship between the ASC and the Student in relation to a Course. Students should ensure that they read the following terms and conditions carefully before submitting their application to the ASC.

All students should also note their right to withdraw their application with the ASC within 14 days as further detailed in section 4 below.

1. Definitions

"Acceptance Form" means the form sent by ASC to the Student which the Student uses to confirm their acceptance of the Offer.

"Airport Transfer Service" means a method of transport arranged by ASC to transport the Student between the local airport and their accommodation.

"Application" means a formal request from the Student to ASC to study on a Course at the college.

"CAS" means a Confirmation of Acceptance for Studies.

"Course Cancellation Fee" has the meaning given to it in section 4.1.7.

"Current Term" means the present stage of the Course.

"Financial Guarantee" means a formal written confirmation from a Sponsor that they will be responsible for part or full payment of any of a Student's Accommodation, Tuition and/or Other Fees.

"GBP" means Great Britain pounds.

"ASC" means Anglo Skills College Ltd.

"Unit" means a fixed period of study of a particular subject as determined by ASC.

"Offer" means an offer to the Student to study on the relevant Course.

"Offer Letter" means the letter sent to the Student by ASC offering the Student a place on a Course, setting out any relevant conditions to the Offer.

"Other Charges" means any fees that are not Accommodation Fees or Tuition Fees such as Administration, Registration and Airport Transfer Service fees, details of which are made available to Students prior to entry into a legally binding agreement with ASC.

"Course" means an English language, academic or other Programme provided by ASC.

"Student(s)" means the individual attending the Course.

"Refund Fee" has the meaning given to it in section 4.2.3.

"Sponsor" means an individual or organisation that is responsible for the payment of any or all the Accommodation, Tuition and/or Other Fees for a Student as set out in the Financial Guarantee.

"Sponsored Student" means the Student who receives financial support from a Sponsor for payment of Accommodation, Tuition and/or Other Fees.

"Course Duration" means a fixed period of time, as determined by the ASC, during which ASC holds classes.

"Course Title" means the detailed name of the Course as mentioned by the Awarding Body.

"Course Start Date" means the date a particular Course's classes begins.

"Course End Date" means the date a particular Course is expected to be completed.

"Latest Arrival Date" means the date after which no Student is allowed to enrol on a particular Course.

"Student Acceptance Form" means the form each Student has fill and sign to accept the terms of an Offer.

"Awarding Body" means Pearson.

"Tuition Fee Deposit" means a sum specified in the Offer Letter, payable by the Student towards their Tuition Fees to secure a place on the Course.

"Tuition Fees" means a sum specified in the Offer Letter, payable by the Student to cover tuition, access to College and ASC facilities, enrolment procedures; orientation meetings, use of Information Technology facilities, exam sitting and a College award on successful completion of the Course; and

"College" means Anglo Skills College.

2. Application and Offer

- 2.1. Once Students have selected a Course, they should complete and submit an application form and send the completed and signed form to the College Admissions contact, together with any required documentation detailed in the application form. If the Student is under eighteen years of age, the Student's parent or legal guardian should complete and sign the application forms. Details of Courses, application forms and contact details can be found at https://www.angloskillscollege.co.uk/courses/.
- 2.2. ASC reserves the right to accept or reject any Application. ASC recognises that there may be occasions when applicants would like to find out further information regarding why they have been rejected or believe that have cause for complaint. Once this is done, we tend to provide an Alternative Course on which the Student can enrol to study at ASC.
- 2.3. If ASC accepts an Application, the Student will receive a Conditional Offer Letter attached with a Student Acceptance Form. To accept the Offer, the Student must complete and sign the Student Acceptance Form and meet all the conditions included in the Offer Letter. On ASC's receipt of the completed and signed Acceptance Form and proof that the Student has met all the required conditions, an Unconditional Offer Letter will be issued to the Student by the College.
- 2.4. Details of immigration responsibilities can be found on the UK Visas and Immigration website. The Student is responsible for ensuring he or she fully complies with the immigration laws of the United Kingdom when entering the UK for a Course of study.

3. Payment of Fees

3.1. Payment terms

- 3.1.1. Students shall pay the Tuition Fees in full or at least the Tuition Fee Deposit in advance of arriving at the College before a CAS or an Acceptance Letter can be issued to them. Such payments shall be made by online payment, bank transfer, cash (for Home/UK Students Only) or bank draft only.
- 3.1.2. Sponsored Students must submit the Financial Guarantee covering Tuition Fees from their Sponsor before commencing the Course.
- 3.1.3. All Sponsored students must contact the college within 1 week after visa is granted and is obliged to keep the college updated about traveling and enrolling to the college. Any sponsored Student should enroll to the college within one week of their arrival and also inform the college of their arrival into the UK. In case of switching the visa to any other category or failing to enroll on to the course without informing the college would be liable to pay the full tuition fee (initial deposits + Remaining fee). If the student does not respond then their agent and guarantor (parent) is liable to pay the full outstanding fee to the college. The College Legal team will serve the notice to the Guarantor to claim the full fee.

3.2 Payments after arrival

After arrival at the College, Students may pay any remaining Tuition Fees by online payment, bank transfer, cash, international credit or debit card or UK debit card. Credit or debit card payments shall be subject to the cardholder presenting photographic identification.

3.3. Outstanding fees

Students shall not be permitted to commence or continue a Programme at the start of any

Term if any Tuition Fees are outstanding. ASC reserves the right to suspend or cancel the

Student's participation on the Course until such balance is paid in full. The College further reserves the right to withhold any academic results or certificates, or to refuse registration on a College Course after the Student has completed their studies at the College, if any Tuition Fees are outstanding at the end of the Course.

3.4 Other relevant payment terms

- 3.4.1. Any discount, scholarship or bursary payment provided to the Student as a reduction on the Tuition Fees by ASC shall be discounted from the Total Payable Fees for the Course.
- 3.4.2. Whilst ASC shall provide the Student with learning material throughout the Course, Students shall be responsible for purchasing additional material to support their studying experience. Such material shall be made available to the Student at the start of the Course.

3.5. Banking Charges

Students are responsible for covering any applicable bank charges when making payments to the College. Should the Student fail to pay any applicable bank charges, all such amounts shall be deducted from the Student's Tuition Fee Deposit.

4. Refunds and Programme withdrawal

4.1. Refunds before enrolment

- 4.1.1. **Right to cancel:** As stated in the Introduction above, the Students have the right to cancel and withdraw from their Course if the Student gives notice of cancellation to ASC within the fourteen-calendar day period beginning on the day following the day on which the College received the Student's Acceptance Form or the Tuition Fee Deposit or Financial Guarantee. If a Student exercises his or her right to cancel during this fourteen-day period, he or she will receive a refund. This will include the full fees paid to the College minus Admission fee plus other service charges already performed by the College before the end of the fourteen-day period.
- 4.1.2. **Visa refusals:** If the Student is unable to meet UK visa entry requirements and has complied with sections 4.1.3 4.1.6 below, the Student will be refunded the Tuition Fee Deposit and minus Admission fee plus other service charges as stated in 4.1.1 above.
- 4.1.3 Students must provide an official rejection letter from the UK immigration authorities to ASC to obtain a refund. However, if the visa refusal letter refers to fraudulent, forged, or counterfeit documents being submitted as part of the visa application or a visa refusal on the grounds of adverse immigration history not disclosed at the point of an application being submitted to the College, ASC reserves the right to refuse a refund of the Tuition Fee Deposit.

- 4.1.4. All requests for refunds due to visa refusal must be submitted in writing to the College's admissions office together with a copy of the Student's passport and the visa refusal letter.
- 4.1.5. To minimize the risk of visa refusal, all Students planning to study in the UK are strongly recommended to follow visa advice offered by education agents or official visa agencies in their home country. Students planning to study in the UK who are not applying through education agents in their country will be offered visa counselling from the College Visa Advisor at a chargeable fee providing they have a CAS issued by the College. However, all students should be aware that the final decision for the grant of any visa is made by the UK Home Office. Accordingly, the College does not accept responsibility of any kind for either the counselling offered by the College Visa Advisor or any decision to reject, defer or otherwise not accept a visa application by the UK Home Office.
- 4.1.6. To be eligible for a refund of their Tuition Fee on the grounds of visa refusal, Students must have followed the advice given to them by either a College Visa Advisor or a visa counsellor from a visa agency in their country.

4.2. Refunds after enrolment

- 4.2.1. Unless the Student is cancelling in accordance with 4.1.1 (Right to cancel), once the Student has commenced the Course, Tuition Fees and Other Fees are all non-refundable.
- 4.2.2 Requests for refunds after enrolment will normally be processed within 6 weeks of receipt by the College of a properly completed form and a fee ("Refund Fee") shall be withheld from any refunds The Refund Fee reflects the cost of processing the refund and the Administration charges involved.

4.3. Other terms applicable to all refunds

- 4.3.1 Students are responsible for covering any applicable bank charges when receiving refunds from the College. Should the Student fail to pay any applicable bank charges, all such amounts shall be deducted from the amounts due to the Student.
- 4.3.2 Subject to clause 4.3.3, refunds shall be processed in GBP to the originating bank account that the Student or the person paying on the Student's behalf used to make his or her original payment to the College. ASC will not issue a refund to any person other than the original payor unless written authorisation is received from the original payor to do so.
- 4.3.3 If Student holds a UK bank account, then provided the Student is present at the College at the time of refund, the College shall process such refund to the Student's UK bank account. The amount to be refunded may not be split into smaller amounts to allow a portion to be paid into a UK account.

5. Course withdrawal

- 5.1. If the Student withdraws from the Course, the Student shall notify the College Principal in writing. Notice of withdrawal becomes effective once the College receives a copy of the notice.
- 5.2. If the Student withdraws from the Course, the Student is no longer eligible to receive a College certificate of completion.
- 5.3. The College shall notify the UK Home Office if the Student withdraws or transfers from the Course.

6. Deferrals

- 6.1. Once the Student has accepted the Offer, the Student may request to defer the start of the Course. The Student should send such a request in writing to ASC no later than four (4) weeks prior to the Course start date, setting out the reasons for deferral. The College reserves the right to consider each request on a discretionary basis.
- 6.2. Students may only request a deferral twice. Should a Student request deferral on more than two occasions, the College reserves the right to retain the Student's Tuition Fee Deposit or enforce the Financial Guarantee.
- 6.3. Should the Student's deferral be authorised, the Student may be subject to increased, Tuition Fees or Other Fees. Such fees shall be the fees that are notified to the Student as being the Fees which apply to the period in which the Student undertakes his or her Course.

7. ASC Regulations

- 7.1. In respect of academic matters, the Student shall abide by all rules, regulations and policies set by the College which shall be made available to the Student at point of offer and enrolment.
- 7.2. In respect of non-academic matters, the Student shall abide by all rules, regulations and policies set by ASC which shall be made available to the Student at point of offer and enrolment.

7.3. Attendance and Absence

- 7.3.1. The Student shall be expected to attend all classes relating to the Course. Consequences of non-attendance can result in any disciplinary action including the College terminating the Student's enrolment on the Course and withdrawal of visa sponsorship by the College.
- 7.3.2. Any classes scheduled to fall on a UK public holiday shall be postponed, and the Student shall not be required to attend classes on such days.
- 7.3.3. In the event of any period of absence from the Course, the Student shall not be permitted any extension to complete the Programme and shall not be eligible for any refund of Tuition or Other Fees for the period of absence.
- 7.3.4. Any time off taken outside of the set Course vacation breaks shall be noted as periods of absence. Should the Student require time off in extenuating circumstances, the Student shall submit a request in writing to the College. ASC shall report any unjustified period of absence to the UK Home Office.

7.4. Enrolment

- 7.4.1. The Student shall arrive at the College on the enrolment date detailed in the Offer Letter.
- 7.4.2. A Student must have a current passport, and, in the case of Students from outside the European Union, a valid student visa as set out in the UK Home Office's immigration policy to complete enrolment. The College will take a copy of the Student's passport and visa at enrolment as part of the completion of the required enrolment procedures.
- 7.4.3. Should the Student wish to delay arrival or postpone the enrolment date, the Student may make such a request to the College, which shall be considered at the College's discretion.

7.5. Programme changes

- 7.5.1. Other than in extenuating circumstances, and at the absolute discretion of the College, the Student shall not have the right to change the Course to another Course of study after having submitted his or her Acceptance Form.
- 7.5.2. The Course reserves the right to change Course start dates, Course content and/or Tuition Fees or Other Fees at any time due to errors, omissions and/or circumstances beyond ASC's control.
- 7.5.3. The College reserves the right to cancel a Course prior to the Student's enrolment due to insufficient demand.
- 7.5.4. In the event of a material change under 8.5.2 or 8.5.3 taking place, the Student may request a Deferral or cancel his or her enrolment and receive a refund of any Tuition Fees (including the Tuition Fee Deposit) or Other Fees paid to the College.

7.6. Academic Progression

- 7.6.1. The Student shall be required to meet all academic, attendance and English language proficiency requirements set by the College to progress within the Course. Details of these requirements are set out in the Offer Letter.
- 7.6.2. Those Students who do not meet the academic, attendance, English language proficiency requirements for progression or UK immigration requirements may be removed from the Course without eligibility for a refund or, at the College's discretion, may be offered a place on another Course.
- 7.6.3. If the Student is due to progress to a Course at the College following successful completion of the Course, a failure by the Student to pay all Tuition Fees due to the College or to meet the academic, attendance and English language proficiency requirements or a failure to be deemed credible by the College to meet UK immigration requirements shall render the Student's eligibility to progress invalid.
- 7.6.4. The College will carry out a tuition fee assessment for the fees which will be applicable to the Student after they progress. The outcome of any final assessment of the applicable College tuition fees may differ from any initial assessment due to changes in a Student's circumstances or changes in the evidence provided by the Student in support of the College fees assessment.

7.7. Underage students

- 7.7.1. Students aged sixteen or seventeen years on the date of enrolment at ASC are advised to live in College approved accommodation or with a parent or legal guardian, provide custodianship documents and book ASC's Airport Transfer Service.
- 7.7.2. The College shall provide additional information to the parents or legal guardians of the Student detailing how the College accommodates underage Students. The parent or legal guardian shall sign and return such form to the College as acknowledgement of receipt.

7.8. Health declaration

7.8.1. Students must disclose on their Application any mental or physical illness, allergy, disability, or condition that may affect their ability to successfully complete their Course, impact the health and wellbeing of other students or staff members, require special accommodation, monitoring, treatment, or emergency intervention of any kind during the Course.

7.8.2. The College reserves the right to reject an Application or terminate the Student's enrolment in the Course if the Student's continued participation represents a risk to their health and safety or to the health and safety of others, or if, notwithstanding reasonable accommodations, in the opinion of the College, the Student's physical or mental condition makes the Student unable or unlikely to complete their Course successfully.

7.9. Termination or suspension of studies

Any Student who commits a criminal or civil offence, provides false qualifications or other fraudulent documentation, violates the Student conduct code or ASC policy, has his or her academic performance fall below the requirements of the UK Home Office or fails to pay an amount that he or she is directly or indirectly liable to pay the College to undertake the Course, may have his or her studies terminated or suspended. No refund will be given in these circumstances and the College will inform the UK Home Office that it has terminated or suspended the Student's enrolment on the Course.

8. Limitation of liability

- 8.1. Subject to section 8.2 below, the liability of ASC and each of their partners, their group companies, and their respective directors, officers, employees, affiliates, agents, and partners with respect to losses, damages, injuries, illnesses, or violations or otherwise is limited in all circumstances to the full amount paid to the College by the Student for the Course. ASC shall in no circumstances have any liability for indirect or consequential losses or damages.
- 8.2. Nothing in this agreement shall limit ASC's liability in respect of fraud, death or personal injury resulting from their negligence, or for any other matter where liability cannot be excluded or restricted by law.

9. Force Majeure

ASC is not liable in cases where it is unable to fulfil any services because of fire, natural disaster, act of government, failure of suppliers or subcontractors, labour disputes or other reasons which are beyond their reasonable control.

10. Data protection

Students should consult the ASC's GDPR Policy which can be found at https://www.angloskillscollege.co.uk/wp-content/uploads/2023/01/ASC-GDPR-Policy-2023.pdf for information on how the College processes a Student's personal data.

11. Governing law and Jurisdiction

All arrangements and any disputes or claims arising out of or in connection with such arrangements or their subject matter or formation (including non-contractual disputes or claims) between the Student and ASC, shall be governed by, and construed in accordance with, the laws of England and Wales, and be subject to the exclusive jurisdiction of the courts of England and Wales.

12. Statement of Compliance

ASC is committed to ensuring compliance with all antidiscrimination, health and safety and all other applicable legislation in its global operations, and for the purposes of these terms and conditions, specifically in its UK operations.