

## **Terms & Conditions** **Kensington Academy of English**

### **1. COURSE**

#### **1.1 Booking your course**

2. You can enrol online on our website or at our campus in Jewry Street or through an agent in your country.

Most courses start on a Monday (or Tuesday when Monday is a public holiday) and finish on a Friday. On your first day you might miss one or more lessons because of the time needed to complete your enrolment and to take the level test.

Minimum age for enrolment is 16. The maximum number of students in a class is 15; the year-round average number of students in a class is 9. In any 12-week period, you will have two progress tutorials with your teacher and about 20 minutes of class time will be used for these meetings, while the class carries on with work set by the teacher. The registration fee is £100 for VISA students and £50 for NON-VISA students, which includes administration, first day testing, first course book, induction, leaver's certificate and a one year membership to our e-learning platform. Registration fee is non-transferable and non-refundable on all courses.

You may need to purchase additional course books over the duration of your course due to level change these are priced at £25 per book. Full tuition fees must be paid at least 2 weeks before course start date. All visa students who intend to study more than 24 weeks must pay at least 50% of total tuition fees in advance in order to get their enrolment letter and the balance of the fees will be due on the first day of the course. You can find our current tuition fees on our website. Fees are not transferable to another student. Payments should be made in Pounds Sterling only. Your enrolment documents will be sent to you after your payment has been received. You can pay by bank transfer or cheque or UK debit card. All courses are offered subject to availability. Minimum booking for all General English courses is 1 week.

#### **1.2 Cancelling your course before you start**

##### **EU students:**

If you want to cancel a course, you must do so in writing. You may cancel on the following conditions: There will be no penalty if you give us more than 5 working days' (Monday to Friday) notice before the course begins (except one-to-one lessons and group bookings). A cancellation fee equivalent to 1 week tuition and the registration fee if you give us less than 5 working days' notice before the course begins (except one-to-one lessons and group bookings).

If you want to postpone a course, you must do so in writing. You may postpone on the following conditions: You must pay the full course fees by the original starting date of the course booked, and you must take the postponed course within 6 months of the original starting date. We will give you a credit towards the postponed booking as follows: 5 working

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days' notice or more before the course begins (except one-to-one lessons and group bookings):100% credit of course fees paid. Less than 5 working days' notice before the course begins (except one-to-one lessons and group bookings):100% credit of course fees paid minus the first week fee. A postponed booking cannot be postponed again or cancelled.

#### **Non-EU students:**

If you cancel your booking because of a visa refusal, we will refund any fees that you have paid minus the £100 registration fee if you send us the original visa refusal letter issued by the British Embassy/Consulate. You must send us this at least 5 working days before your course begins. If you notify us later, we reserve the right to charge you in line with our normal cancellation terms. Please note that it is your responsibility to apply for your visa in good time. Refunds may take up to 3 weeks to process. No refund will be given if the visa application is withdrawn by the student (in this case normal cancellation rules will apply) or the student is asked to leave the country by British authorities.

#### **1.3 Extending your course**

It is usually possible to extend your booking while you are here and the extra fees will be based on the length of your original booking. For example, if you originally booked 4 weeks on the General English course and extend by 2 weeks, you will pay for these 2 weeks at the discounted rate. You must inform us at least 1 week before the course start date and pay in full in order to guarantee your place.

#### **1.4 Cancelling your course after you have started**

No refunds of tuition and registration fees will be given by the school once you have started your course except for medical or other serious reasons. We are unable to offer a refund on any course to any student leaving early who requires a visa to study in the UK. Visas are granted on the understanding that the student will be taking a course at David Game College for the dates given in our offer letter. If you are a visa national and finish your course early we are obliged to inform the UK Visas and Immigration.

#### **1.5 One-to-One tuitions**

All fees must be paid before tuition begins. If you postpone private tuition (one-to-one) with less than 1 working day's notice, you will not receive any credit of your fees and all late cancellations are charged at the full rate.

The college reserves the right to appoint and rotate teachers. Punctual arrival is the student's responsibility. The College will not extend the teaching time due to the late arrival.

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Tuition time and date may be changed with 1 working day's notice and subject to availability of teaching staff and classrooms.

### **1.6 Your Attendance**

You are expected to attend your lessons regularly. You are expected to arrive on time. Late arrival at the start of the class is disruptive to the class as a whole and if you arrive more than 15 minutes late you will not be allowed into class. It is your responsibility to inform the College of illness or other reasons for absence. You will need to provide us a Doctor's Certificate if you are absent due to a medical reason. No extension or refunds will be given for exclusion from the class due to late arrival. You will only receive a leaving certificate if your attendance has been 85% or more.

### **1.7 Your Level of English**

You are required to take a level test on the first day of your course. The result of the level test will place you in the appropriate level for your chosen course. You may discuss this matter with the Director of Studies if you are not happy with the class you are placed in. It is your responsibility to check the level of English you need for the course you wish to take (please see our brochure and website). If you are uncertain about your level, please contact the College, we will be happy to advise you. If your level of English is unsuitable for the course you have booked, we reserve the right to move you to a more suitable course, or to refuse you admission to the school. If your level is too low to join a group course, we may offer you a programme of private tuition at current rate, subject to availability. Because this will be more expensive, you can choose either to pay extra and maintain the full length of your booking, or to pay the original fees and shorten your studies (visa status permitting). You may change your level if this is agreed by your teacher and the Director of Studies whose decision is final.

### **1.8 Holidays**

Holidays may be taken if a course is full-time and more than 12 weeks in length. You must give us 1 week's notice in writing. You are entitled to 1 week of holiday for 12 weeks' courses, 2 weeks' holiday for 24 weeks' courses and 4 weeks' holiday for 36 weeks' courses. Fee reductions or extensions apply where a course includes a public holiday when the College is closed. Your absences from the College cannot be converted into holidays. The College will be closed for Christmas and New Year for 2 weeks and students must use allowed holidays during this period.

## **2. ACCOMMODATION**

### **2.1 Booking your Accommodation**

Minimum booking for all accommodation is 1 week. All accommodation is subject to availability and early booking advisable. Accommodation is arranged for you only while you are studying at the College. If you leave the College early for any reason, you will be asked to leave your accommodation. Accommodation is only provided for students following full-time courses. Arrival dates for all accommodation must be on Saturdays or Sundays only. Please note we cannot check students in before 8:00am and after 21:00. For early bookings a deposit of £200 must be paid in advance in order to secure your accommodation booking. Otherwise we will advise as to payment. No accommodation will be booked until a payment has been received. The deposit will be deducted from the subsequent payment of accommodation expenses. Please note you are liable to pay for any damage that you cause at your accommodation. All accommodation fees must be paid in advance directly to the College. For periods of 4 weeks or less, full payment must be made at the time of booking. For periods of 5 weeks or more, payment for the first 4 weeks must be made at the time of booking. If you take a holiday during your stay you will still be charged the full rate for the period of absence. If you decide to leave early, you must give 2 weeks' notice in writing. Please note that it may not be possible to stay with the same host or in the same residence if you wish to extend your stay. Please note the College will attempt to resolve any dispute with homestay hosts or Accommodation officers. Changes to accommodation after arrival are at the discretion of the College and subject to availability at the time of the request. College reserves the right to change your accommodation at short notice due to unforeseen circumstances.

### **2.2 Cancelling your accommodation before arrival**

If you cancel 10 working days or less before your accommodation start date, your accommodation fees and deposit will be refunded less any bank charges and minus 1 week's rent (except group bookings). If you cancel 11 working days or more before accommodation start date, your accommodation fees and deposit will be refunded less any bank charges (except group bookings). Cancellation due to visa refusal: it is your responsibility to apply for your visa in good time and we reserve the right to charge you in line with our normal cancellation terms. Please make sure you book your accommodation after your visa is confirmed. Any visa refusal at the airport will incur our normal cancellation charges.

### **2.3 Cancelling your accommodation after arrival**

Accommodation fees are non-refundable if you arrive late or leave early without sufficient notice. If you cancel your accommodation with less than 10 working days' notice, you will have to pay a cancellation charge of 1 week's rent (except group bookings).

### **3. AIRPORT TRANSFER**

The airport pick up service can be arranged by the College and is subject to availability. Please make sure you book your transfer 5 working days or more before the arrival date. Arrival details must be provided in advance of the arrival date. This service includes a maximum 2 hours' waiting time from the time of arrival provided to the College. You will be charged for additional waiting time. You will receive a confirmation email with the taxi company's name or the driver's name and emergency phone number for the College and you should show this document to the driver in the airport. You should inform us of any delays or cancellations on your flight. Airport pick-up fees must be paid in advance directly to the College unless otherwise stated.

### **4. CONDUCT AND DISCIPLINE**

In the event of proven criminal offence or flagrant misconduct or unsatisfactory attendance, the College reserves the right to expel any student or to refuse admission to any student. In these circumstances, no refund will be given.

Students have to pay for any damage they cause on the College premises at their accommodation.

### **5. LIABILITY**

The College does not accept any liability in case of illness, accident, loss or damage to personal effects or property.

We recommend you take out insurance before leaving your country.

### **6. COMPLAINTS**

All complaints must be made as soon as possible and given in writing to the Manager or the Director of Studies or the Accommodation Officer. The College does not accept complaints received after the student has left the College.

### **7. GENERAL**

The College reserves the right to cancel a course. If we do so, we will offer either an alternative course or a refund.

The College reserves the right to change teachers at any time during the course. The College reserves the right to alter fees (on its publicity) without prior notice. In order to fulfil our obligations to the British authorities, it is necessary for us to see and copy your passport (and visa if appropriate), to have contact details for you in London (including a mobile phone number if you have one), and to have details of your next kin in your country. All students must agree to provide these and tell us if they change. It is the policy of David Game College

not to disclose personal details of any student to a third party (other than the appropriate authorities) without prior written authority of students.

The College strictly adheres to the published age limits for courses but reserves the right to accept students who are slightly younger than the advertised minimum age. Applications from students outside the published age limits are treated on a case by case basis.

In very rare circumstances, the stated maximum class size might be exceeded. If this does happen, it will only be by one person and for a very limited period.

Photographs of the students may be used in the College promotional and publicity materials unless the student specifically objects.

## **8. STUDENT WELFARE**

We aim to provide plenty of support. After the first day, students will have a brief meeting with the Director of Studies to ensure that they were placed in the correct level and that they feel satisfied with their group, accommodation and general welfare. Any concerns regarding accommodation will be referred to the Accommodation Officer and if students have any other general concerns, they should see the School Manager.

Our Welfare Officer, Accommodation Officer, Social Programme Organiser and Director of Studies will be on hand for advice, plus we provide a 24-hour school helpline for emergencies.

As the EFL department of David Game College, we are fully committed to safeguarding and promoting the welfare of children and young people and expects all staff and volunteers to share this commitment.

## **9. FORCE MAJEURE**

The College is not liable for failure to perform its obligations if such failure is 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, internet or telephone service. Refunds will not be made in such circumstances.

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 school.

If the College asserts Force Majeure as an excuse for failure to perform its obligations, then the school must prove that it took reasonable steps to minimise delay or damages caused by foreseeable events, that the school substantially fulfilled all non-excused obligations, and

that the other party (student, agent, etc.) was, where possible, notified of the likelihood or actual occurrence of the event.

## **9. PRIVACY NOTICE**

I have read and accept the college's **privacy notice** with regards to receiving communication from KAE and the sharing and holding of my personal data.

**Student photographs, video and or sound recordings:** I give permission to be photographed, videotaped, and/or audio-taped during activities, learning experiences, and/or media events. *(Please see Privacy Notice for more information)*

**Note:** This does not include videotaping by security cameras or CCTV cameras.

**Temporary closure** (e.g. snow, power failure, and so on): Only very occasionally may it be necessary to close KAE in the interests of the health or safety of our students. Details of any closure will be placed on our website or communicated through social media. I have taken notice of this, and opt-in to regularly check the information shared by KAE on the website.