



Last updated October 2017

Terms and Conditions

The following terms and conditions and the Offer Letter, (together the “**Terms and Conditions**”), set out the contractual relationship between the relevant Kaplan company listed in Schedule 2 and its Students in relation to a Programme.

Students should ensure that they read the Terms and Conditions carefully before submitting their application to Kaplan and accepting an Offer.

Students should also note in particular their right to a refund if they cancel their accepted offer within 14 days or in the event their visa is refused as further detailed in section 4 below.

1. Definitions

“**Acceptance Form**” means the form sent from Kaplan to the Student which the Student uses to confirm their acceptance of the Offer;

“**Accommodation Agreement**” means a contract entered into between a Student and Kaplan for the provision of accommodation to the Student;

“**Accommodation Fees**” means fees payable by the Student to Kaplan for the provision of accommodation pursuant to an Accommodation Agreement;

“**Accommodation Holding Fee**” means a sum specified in the Offer Letter and payable by the Student to secure accommodation with Kaplan;

“**Accommodation Security Deposit**” means a sum specified in the Accommodation Agreement and payable by the Student which Kaplan will register with the Deposit Protection Scheme or My Deposit Scotland and against which any damages not settled in advance of leaving the accommodation will be charged.

“**Airport Transfer Service**” means a method of transport arranged by Kaplan to transport the Student between the local airport and their accommodation;

“**Application**” means a formal request from the Student to Kaplan to study on a Programme at a College;

“**CAS**” means a Confirmation of Acceptance for Study;

“**College**” means the institute where the Programme shall be taught;

“**Confirmed Term**” means the Term following the Current Term;

“Current Term” means the present Term of the Programme;

“Distance Contract” means a “distance contract” or an “off-premises contract” as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (as amended from time to time);

“EduTravel Insurance Policy” means the Kaplan approved insurance policy offered by Endsleigh Insurance as amended from time to time;

“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;

“Kaplan” means the relevant College and legal entity as stated in the Offer Letter and being one of the Colleges and entities listed in Schedule 2;

“Module” means a fixed period of study of a particular subject as determined by the College;

“Module Fee” means the full fee expressed to be payable in respect of a particular Module. In the case of Students resitting Modules, Kaplan may, in its sole discretion, offer a more intensive delivery of this Module for such Students. If Kaplan chooses to offer this more intensive delivery model, Kaplan may, in its sole discretion, discount the applicable fee for the relevant Module in this instance;

“Offer” means an offer to the Student to study on the relevant Programme;

“Offer Letter” means the letter sent to the Student by Kaplan offering the Student a place on a Programme, setting out any relevant conditions to the Offer and offering accommodation (if this has been applied for);

“Other Fees” means any fees that are not Accommodation Fees or Tuition Fees such as book or Airport Transfer Service fees;

“Partner University” means the university or universities associated with the College, as advised by Kaplan;

“Programme” means an English language, academic or other programme provided by Kaplan;

“Student(s)” means the individual attending the Programme;

“Remaining Term” has the meaning given to it in section 4.2.1;

“Sponsor” means an individual or organisation that is responsible for the payment of any or all of 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;

“**Term**” means a fixed period of time, as determined by the College, during which the College holds classes; and

“**Tuition Fees**” means a sum specified in the Offer Letter, payable by the Student to cover tuition, access to College facilities, enrolment procedures and orientation meetings, use of Information Technology facilities, exam sitting and a Kaplan award on successful completion of the Programme.

“**Tuition Fee Deposit**” means a sum specified in the Offer Letter, payable by the Student towards his or her Tuition Fees to secure a place on the Programme.

2. Application and Offer

2.1 Once applicants have selected a Programme, they should complete and submit an application form and send the completed and signed form to the listed Kaplan contact, together with any required documentation detailed in the application form. If the applicant is under eighteen years of age, the applicant’s parent or legal guardian should sign the application form. Details of Programmes, application forms and contact details can be found at www.kaplanpathways.com.

2.2 Kaplan reserves the right to accept or reject any Application. Kaplan 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. Further details of the Appeals and Complaints Procedure can be found at www.kaplanpathways.com.

2.3 If Kaplan accepts an Application, the Student will receive an Offer contained in an Offer Letter and an Acceptance Form. To accept the Offer, the Student must complete and sign the Acceptance Form and either pay the Tuition Fee Deposit or submit a Financial Guarantee. On Kaplan’s receipt of the completed and signed Acceptance Form and Tuition Fee Deposit or Financial Guarantee, a legally binding contract incorporating these terms and conditions will come into existence between the Student and Kaplan, which remains conditional on the Student meeting all conditions in the Offer Letter and the Student meeting all immigration requirements.

2.4 Details of immigration responsibilities can be found on the UK Visas and Immigration website. A Student is responsible for ensuring he or she fully complies with the immigration laws of the United Kingdom when entering the UK for a Programme of study.

3. Payment of Fees

3.1 Payment terms

3.1.1 Students shall pay the Tuition Fees in full for the first two Terms in advance of arriving at the College or on the day of enrolment. Such payments shall be made by online payment, bank transfer or bank draft only. Cash payments are not accepted. Any Tuition Fee Deposit already paid by the Student shall be deducted from such payment.

- 3.1.2 Students attending a Programme for more than two Terms shall pay for subsequent Terms in accordance with this clause. After payment of the first two Terms is made in accordance with clause 3.1.1 above, payment for a later Term shall be made at the beginning of the previous Term. For example: Tuition Fees for a third Term will be due at the start of the second Term. Tuition Fees for a fourth Term will be due at the beginning of the third Term.
- 3.1.3 Sponsored Students must submit the Financial Guarantee from their Sponsor before commencing the Programme.
- 3.1.4 Kaplan reserves the right to vary its Tuition Fees from time to time where necessary following a change in law or regulation.

3.2 Payments after arrival

- 3.2.1 After the arrival at the College, Students may pay any remaining Tuition Fees or Accommodation Fees by online payment, bank transfer, GBP cheque, international credit or debit card or UK debit card. Credit or debit card payments shall be subject to the cardholder presenting photographic identification. Cash payments are not accepted.
- 3.2.2 For online payments, bank or merchant fees are included in the amount charged.

3.3 Outstanding fees

- 3.3.1 Students shall not be permitted to commence or continue a Programme at the start of any Term if any Tuition Fees are outstanding. Kaplan reserves the right to suspend or cancel the Student's participation on the Programme and to charge interest at 3% above the base rate of Barclays Bank plc per month or part thereof on the outstanding balance until such balance is paid in full. Kaplan further reserves the right to withhold any academic results or certificates if any Tuition Fees are outstanding at the end of the Programme.

3.4 Other payment terms

- 3.4.1 If it becomes necessary for the Student to repeat a Module, the Student shall pay a Module Fee. The cost of a repeat Module is £1,800 per Module save in relation to Pre-Masters academic or enhancement Modules which cost £2,450 per Module.
- 3.4.2 If a Student needs to repeat more than two Modules from the same Term, then the College may require the Student to repeat the whole Term. If repeating Modules from the same Term, the Student shall pay either the total cost of the repeat Modules or the cost of the Term, whichever is the lesser amount. The college has discretion as to when the Student may repeat any Modules.

- 3.4.3 Any discount, scholarship or bursary payment provided to the Student as a reduction on the Tuition Fees by Kaplan shall be discounted from any fees payable for the final Term of the Programme.
- 3.4.4 Students shall be responsible for purchasing the core learning material and any additional material to support their studying experience. Kaplan shall provide the Student with the core learning material at the start of each Term on commencement or continuation of the Programme.
- 3.4.5 Students are obliged to maintain adequate accident, medical and travel insurance for the duration of the Programme. Students may either purchase the EduTravel Insurance Policy, details of which can be found at www.kaplanpathways.com or from Kaplan, or provide proof of adequate cover from an alternative provider or a Sponsor upon acceptance of the Offer.

3.5 Banking Charges

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

4. Refunds

4.1 Right to cancel and refunds before arrival

- 4.1.1 If the legally binding contract formed with the Student in accordance with paragraph 2.3 of these terms and conditions is deemed to be a Distance Contract, the Student shall have the right to cancel the contract if the Student gives notice of cancellation to Kaplan within the fourteen calendar day period beginning on the day following the day on which Kaplan first 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 full refund of all amounts already paid by the Student, including any Accommodation Holding Fee, less the cost of any services already performed by Kaplan before the end of the fourteen day period. A cancellation form is attached as Schedule 1 to these terms and conditions.
- 4.1.2 Except as set out in clause 4.1.1 (and clause 7.4 in relation to the Accommodation Holding Fee), Tuition Fee Deposits and the Accommodation Holding Fee are non-refundable unless the Student is unable to meet UK visa entry requirements and has complied with section 4.1.5. Students must provide an official rejection letter from the UK immigration authorities to Kaplan to obtain a refund. However, if the visa refusal letter refers to fraudulent documents being submitted as part of the visa application, Kaplan reserves the right to refuse a refund of the Tuition Fee Deposit or Accommodation Holding Fee.

- 4.1.3 All requests for refunds due to visa refusal must be submitted in writing to the Kaplan admissions office together with a copy of the Student's passport and the visa refusal letter.
- 4.1.4 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 free visa counselling from a Kaplan Visa Advisor providing they have a CAS issued by Kaplan. However, all students should be aware that the final decision for the grant of any visa is made by the UK Home Office. Accordingly Kaplan does not accept responsibility of any kind for either the counselling offered by the Kaplan Visa Advisor or any decision to reject, defer or otherwise not accept a visa application by the UK Home Office.
- 4.1.5 In order to be eligible for a refund of their Tuition Fee Deposit or Accommodation Holding Fee on the grounds of visa refusal, Students must have followed the advice given to them by either a Kaplan Visa Advisor or a visa counsellor from a visa agency in their country. In the case of the latter, Students may be requested to prove to Kaplan's reasonable satisfaction that they are receiving advice from such a counsellor.

4.2 Refunds after arrival

- 4.2.1 Unless the Student is cancelling in accordance with section 4.1.1, once the Student has commenced the Programme, Accommodation Fees, Tuition Fees and Other Fees are all non-refundable, except for those paid for any Remaining Term (being any future Term a Student is scheduled to complete which is not a Current Term or a Confirmed Term) where:
 - 4.2.1.1 the Student transfers to another recognised UK institution in which case Kaplan shall refund any Tuition Fees upon the Student's provision of documents evidencing an offer for a full time Programme of study; or
 - 4.2.1.2 the Student returns to their home country due to extenuating circumstances as authorised at the College's discretion in which case Kaplan may at its discretion refund any Accommodation Fees and/or Tuition Fees on receipt of a copy of the Student's passport or other document proving return to the Student's home country provided that the Student is not able to recover such amounts under his or her insurance policy;
 - 4.2.1.3 in respect of Accommodation Fees only, the Student vacates his or her accommodation and Kaplan finds a replacement tenant for such accommodation for the period of any Remaining Term; or
 - 4.2.1.4 the circumstances in section 8.4.2 apply.
- 4.2.2 Refunds relating to Accommodation Fees, Tuition Fees or Other Fees paid in relation to any one or more Remaining Terms that are not subject to the

provisions of section 4.2.1 shall be considered at the College's discretion. The Student shall submit a written request for such a refund to the College using the prescribed form available upon request from the College within three calendar months from their date of leaving the College. Any requests received at a later date may not be considered.

4.3 Current and Confirmed Terms

For the avoidance of doubt, there shall be no circumstances in which a Student shall be eligible for any refund or part refund of Accommodation Fees, Tuition Fees or Other Fees relating to a Current Term or Confirmed Term other than set out in sections 4.1 or 8.4.2.

4.4 Other refund terms

- 4.4.1 Subject to clause 4.4.2, 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 Kaplan. Kaplan 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.
- 4.4.2 If the full refund amount is equal to or less than GBP 2000 and the Student holds a UK bank account, then provided the Student is present at the College at the time of refund, Kaplan 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
- 4.4.3 Requests for refunds will normally be processed within 6 weeks of receipt by the College of a properly completed form in accordance with section 4.2.2. and an administration fee of £100 shall be withheld from any refunds in excess of £750 (other than those made in accordance with clause 4.1.1 and 4.1.2).

5. Programme withdrawal

- 5.1 In the event that the Student withdraws from the Programme, the Student shall notify the relevant College Director in writing. Notice of withdrawal becomes effective once Kaplan receives a copy of the notice.
- 5.2 In the event that the Student withdraws from the Programme, the Student is no longer eligible to receive a Kaplan certificate of completion.
- 5.3 Kaplan shall notify the UK Home Office in the event that the Student withdraws or transfers from the Programme.

6. Deferrals

- 6.1 Once the Student has accepted the Offer, the Student may request to defer the start of the Programme. The Student should send such a request in writing to Kaplan no later than four (4) weeks prior to the Programme start date, setting out the reasons for deferral. Kaplan 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, Kaplan reserves the right to forfeit 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 Accommodation Fees, 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 actually undertakes his or her Programme.

7. Accommodation

7.1 If Students wish to book accommodation with Kaplan, they should complete the relevant section in their Application Form.

7.2 If Kaplan is able to offer accommodation, this will be stated in the Offer Letter and in order to guarantee accommodation with Kaplan the Student should pay the Accommodation Holding Fee when returning the Acceptance Form.

7.3 The Accommodation Holding Fee is non-refundable except in accordance with clauses 4.1.1 and 4.1.2 and where the accommodation provided does not meet the specifications stated in the Offer Letter.

7.4 Details of the accommodation shall be provided to the Student separately before the Student enters into an Accommodation Agreement.

7.5 Upon the Student entering into the Accommodation Agreement, the relevant amount of the Accommodation Holding Fee which the Student has already paid shall be deemed to be the Accommodation Security Deposit and the remainder of the Accommodation Holding Fee (which is non-refundable except as stated in 7.3) shall be applied towards the first instalment of Accommodation Fees payable by the Student under the Accommodation Agreement.

7.6 The Student shall not be permitted to change the duration of their accommodation once the Accommodation Agreement has been signed unless the duration of their Programme changes.

7.7 Students shall comply with the terms of the Accommodation Agreement including the terms of any code of conduct or other behaviour policies incorporated into the Accommodation Agreement or which apply to the accommodation selected by the Student.

8. College procedures

8.1 College policies and complaints

8.1.1 The Student shall abide by all rules governing the College and the Partner University including but not limited to the behaviour and accommodation policies and standards which are made available to the Student at enrolment or earlier upon request to the College.

- 8.1.2 If a Student wishes to complain about the delivery or quality of any matters relating to the Programme, the Student should refer to the Complaints Procedure of the relevant College which is made available at enrolment or earlier upon request to the College.

8.2 Attendance and absence

- 8.2.1 The Student shall be expected to attend all classes relating to the Programme. Consequences of non-attendance can result in any disciplinary action including Kaplan and/or the College terminating the Student's enrolment in the Programme as detailed in the attendance policy of the College made available at enrolment or earlier upon request to the College.
- 8.2.2 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.
- 8.2.3 In the event of any period of unauthorised absence from the Programme, the Student shall not be permitted any extension to complete the Programme and shall not be eligible for any refund of Accommodation, Tuition or Other Fees for the period of such absence.
- 8.2.4 Any time off taken outside of the set Programme 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.
- 8.2.5 The College shall report any period of absence over ten consecutive days to the UK Home Office.

8.3 Enrolment and late arrivals

- 8.3.1 The Student shall arrive at the College on the enrolment date detailed in the Offer Letter.
- 8.3.2 A Student must have a current passport and valid student visa as set out in the UK Home Office's immigration policy to complete enrolment. Kaplan will take a copy of the Student's passport and visa at enrolment as part of the completion of the required enrolment procedures.
- 8.3.3 Should the Student wish to delay arrival or postpone the enrolment date, the Student may make such a request to Kaplan under clause 6, which shall be considered at Kaplan's discretion.

8.4 Programme changes

- 8.4.1 Other than in extenuating circumstances, and at the absolute discretion of the College, the Student shall not have the right to change the Programme to another programme of study after having submitted his or her Acceptance Form to Kaplan.

- 8.4.2 Kaplan and/or the College reserves the right to change Programme start dates and Programme content due to errors, omissions and/or circumstances beyond Kaplan's reasonable control or cancel a Programme due to insufficient demand. In these circumstances, the Student may request a deferral or cancel and receive a refund of any Accommodation Fees, Tuition Fees (including the Tuition Fee Deposit) or Other Fees paid to Kaplan.

8.5 Academic progression

- 8.5.1 The Student shall be required to meet all academic, attendance and English language proficiency requirements set by Kaplan and the College in order to progress within the Programme. Details of these requirements are set out in the Offer Letter.
- 8.5.2 The Student shall only be eligible to sit final examinations upon successful completion of each Module.
- 8.5.3 Those Students who do not meet the academic, attendance and English language proficiency requirements set by Kaplan or the College may be removed from the Programme without eligibility for a refund or, at Kaplan or the College's discretion, may be offered a place on another Programme.
- 8.5.4 In the event that the Student is due to progress to a Partner University following successful completion of the Programme, a failure by the Student to meet the academic, attendance and/or English language proficiency requirements shall mean the Student is unable to progress.
- 8.5.5 If the Student successfully graduates from the College and completes enrolment on a Programme at the Partner University, these terms and conditions will cease to apply to the Student, and the Student will be subject to the Partner University's terms and conditions and policies.
- 8.5.6 The relevant Partner University will carry out a tuition fee assessment for the fees which will be applicable to the Student after they progress to the University. The outcome of any final assessment of the applicable University 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 University fees assessment.

8.6 Under age Students

- 8.6.1 Students aged sixteen or seventeen years on the date of College enrolment are required to live in accommodation approved by either Kaplan or a parent or legal guardian based in the UK and provide custodianship documents and use the Airport Transfer Service.
- 8.6.2 The College shall provide additional information to the parents or legal guardians of the Student detailing how the College accommodates under age Students. The parent or legal guardian shall sign and return such form to the College as acknowledgement of receipt.

8.7 Health declaration

- 8.7.1 Students must disclose on their Application any mental or physical illness, allergy, disability or condition that may affect their ability to successfully complete their programme, impact the health and wellbeing of other students or staff members, require special accommodation, monitoring, treatment or emergency intervention of any kind during the Programme.
- 8.7.2 Kaplan reserves the right to reject an Application or terminate the Student's enrolment in the programme 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 or Partner University, the Student's physical or mental condition makes the Student unable or unlikely to complete their programme successfully.

8.8 Termination or suspension of studies

- 8.8.1 Any Student who commits a criminal or civil offence, provides false qualifications or other fraudulent documentation, violates the Student conduct code or College or Partner University 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 Kaplan in order to undertake the Programme, may have his or her studies terminated or suspended. No refund will be given in these circumstances and Kaplan will inform the UK Home Office that it has terminated or suspended the Student's enrolment in the Programme.

9. Liability

- 9.1 Subject to section 9.2 below, the liability of Kaplan, each College, 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 Kaplan by the Student for the particular Programme. Kaplan shall in no circumstances have any liability for indirect or consequential losses or damages.
- 9.2 Nothing in this agreement shall limit Kaplan's or the College's liability in respect of fraud, death or personal injury resulting from Kaplan's or College's negligence.
- 9.3 Kaplan or any College is not liable in cases where Kaplan or the relevant College 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. Personal Information

When Students submit personal data to Kaplan, Students are deemed to have accepted the terms of Kaplan's Privacy Policy which can be found at www.kaplanpathways.com/privacy/. The policy is deemed to be incorporated into these terms and conditions.

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 Kaplan, where the College is situated in England and Wales, 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. All arrangements and any dispute or claim 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 a College situated in Scotland, shall be governed by, and construed in accordance with Scots law and be subject to the exclusive jurisdiction of the courts of Scotland.

12. Statement of Compliance

Kaplan is committed to ensuring compliance with all anti-discrimination, 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.

SCHEDULE 1

Cancellation Form

(Please complete and return this form only if you wish to cancel your accepted offer in accordance with the Terms and Conditions).

Return your completed form to: Kaplan International Pathways, 2nd Floor, Warwick Building, Kensington Village, Avonmore Road, London W14 8HQ. Alternatively you can e-mail us at pathways@kaplan.com.

I hereby give notice that I cancel my contract for the supply of the following service:

Programme title:

Name of student:

Address of student:

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Signature of student:

(Only if this form is notified on paper)

Date:

SCHEDULE 2

Name of College	Kaplan Company (all registered at 2 nd Floor, Warwick Building, Kensington Village, Avonmore Road, London W14 8HQ)
Glasgow International College	Kaplan Glasgow Limited (Company number: 05976922)
Bournemouth University International College	Kaplan Bournemouth Limited (Company number: 08291927)
Kaplan International College London	Kaplan International College London Limited (Company number: 06533974)
Liverpool International College	Kaplan Liverpool Limited (Company number: 06217892)
Nottingham Trent International College	Kaplan NT Limited (Company number: 05268287)
University of Brighton International College	Kaplan Brighton Limited (Company number: 07331979)
University of West England, Bristol's International College	Kaplan UWE Limited (Company number: 08102562)
The University of Nottingham International College	Kaplan Nottingham Limited (Company number: 10199220)
University of Essex International College	Kaplan Essex Limited (Company number 10846169)