

UK University Ready Programme 2021

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 the UK University Ready Programme 2021.

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;

“**Agent**” means a third party individual or organisation through which the Student arranges their study with Kaplan;

“**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 the UK University Ready Programme at a College;

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

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

“**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](#);

“**Offer**” means an offer to the Student to study on the UK University Ready Programme;

“**Offer Letter**” means the letter sent to the Student by Kaplan offering the Student a place on the UK University Ready 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 and includes any Airport Transfer Service fees payable;

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

“**Student(s)**” means the individual attending the UK University Ready Programme;

“**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;

“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 and use of Information Technology facilities in connection with the UK University Ready Programme; and

“UK University Ready Programme” means an English language, academic or other programme provided by Kaplan as part of the UK University Ready Programme 2021;

“Under Age Students” means a Student under the age of 18 on the date of enrolment.

2. Application and Offer

- 2.1 Once applicants have decided to apply for the UK University Ready 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 the UK University Ready Programme, application forms and contact details can be found at www.kaplanpathways.com. 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. See further details for the Admissions appeal and complaints procedure for applicants at www.kaplanpathways.com/about/complaints.
- 2.2 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 Fees and Accommodation Fees (if applicable) or submit a Financial Guarantee which exceeds the value of the Tuition Fees and Accommodation Fees (if applicable) stated in the Offer Letter. On Kaplan’s receipt of both (1) the completed and signed Acceptance Form and (2) Tuition Fees and Accommodation Fees (if applicable) or sufficient 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.
- 2.3 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 the UK University Ready Programme.

3. Payment of Fees

3.1 Payment terms

- 3.1.1 Students shall pay the Tuition Fees and Accommodation Fees (if applicable) in full 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.
- 3.1.2 Sponsored Students must submit the Financial Guarantee covering Tuition Fees and Accommodation Fees (if applicable) from their Sponsor before commencing the UK University Ready Programme.
- 3.1.3 Kaplan reserves the right to charge VAT on Tuition Fees and Accommodation Fees where necessary following a change in law or regulation.

3.2 Other payment terms

- 3.2.1 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 UK University Ready Programme and is conditional upon the Student entering into an Accommodation Agreement. In the event the Student cancels any booking for accommodation or does not pay the Accommodation Fees, the discount, scholarship or bursary shall not apply.
- 3.2.2 Students not ordinarily resident in the UK are obliged to maintain adequate accident, medical and travel insurance for the duration of the UK University Ready Programme and must provide proof of adequate cover from a suitable provider or a Sponsor upon acceptance of the Offer. Students who are ordinarily resident in the UK are not required (although are recommended) to have appropriate insurance.

3.3 Banking Charges

Students are responsible for covering any applicable bank charges when making payments to Kaplan.

4. Refunds

4.1. Refunds before enrolment

- 4.1.1 **Right to cancel:** (Consumer Contracts Regulations 2013): If the legally binding contract formed with the Student in accordance with paragraph 2.2 of these terms and conditions is not made in person with the Student at Kaplan's premises (for example by exchange of e-mails), 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 a contract was formed in accordance with paragraph 2.2 of these terms and conditions. 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. A cancellation form is attached as Schedule 1 to these [terms and conditions](#). Please note that cancellation of any accommodation will remain subject to the cancellation terms contained in the Accommodation Agreement.
- 4.1.2 **Conditional Offers:** If a Student fails to meet their progression requirements as part of any conditional offer, the Student will receive a full refund of all amounts already paid by the Student, including all Tuition Fees and Accommodation Fees.
- 4.1.3 **COVID-19:** If the Student is unable to travel to the UK to enrol on the UK University Ready Programme due to COVID-19 related restrictions, the Student may cancel the contract formed in accordance with paragraph 2.2 of these terms and conditions in relation to studying on the UK University Ready Programme and receive a full refund of all amounts already paid by the Student, including all Tuition Fees and Accommodation Fees.
- 4.1.4 **Visa refusals:** If the Student is unable to meet UK visa entry requirements and has complied with sections 4.1.5 - 4.1.8 below, the Student will be refunded the Tuition Fees and the Accommodation Fees already paid.
- 4.1.5 Students must provide an official refusal letter from the UK immigration authorities to Kaplan 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 Kaplan, Kaplan reserves the right to refuse a refund of the Tuition Fees and/or the Accommodation Fees.
- 4.1.6 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.
- 4.1.7 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. 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.
- 4.1.8 In order to be eligible for a refund of their Tuition Fees or the Accommodation Fees on the grounds of visa refusal, Students must have followed the advice given to them by 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.
- 4.1.9 Other than in the circumstances set out at sections 4.1.1 (Right to cancel), 4.1.3 (Covid-19), 4.1.4 (Visa refusals) or 4.3 (Refunds and Compensation – Student Protection Plan), Tuition Fees and Accommodation Fees are non-refundable prior to enrolment. Requests for refunds before enrolment will normally be processed within 4 weeks of receipt by Kaplan of a properly completed form.

4.2 Refunds after enrolment

Unless the Student is cancelling in accordance with section 4.1.1 (Right to cancel) or section 4.3 applies (Refunds and Compensation – Student Protection Plan), once the Student has commenced the UK University Ready Programme, Accommodation Fees, Tuition Fees and Other Fees are all non-refundable, except in the absolute discretion of the College. If the Student wishes to request a refund, the Student should submit a written request for such a refund to the College using the prescribed form available upon request from the College within one week from their date of leaving the College. Any requests received at a later date may not be considered.

4.3 Refunds and Compensation – Student Protection Plan

- 4.3.1 Kaplan has published a Student Protection Plan which explains how continuation and quality of study will be preserved for current and potential Students should a risk to their continued study arise. The Student Protection plan can be found at: www.kaplanpathways.com/how-to-apply/uk-universities/student-protection-plan.
- 4.3.2 This section 4.3 sets out the circumstances in which Kaplan will refund fees and provide compensation should it be necessary to invoke provisions under the Student Protection Plan where Kaplan is no longer able to preserve continuation of study either for a Student who has already enrolled onto any programme or for a Student who has accepted a place on a programme but is yet to enrol.
- 4.3.3 If Kaplan plans to withdraw the UK University Ready Programme or is forced to terminate the UK University Ready Programme due to unexpected circumstances, Kaplan will consult with any affected Student and will as a minimum:
 - 4.3.3.1 Offer the Student advice and support to help them decide whether or not to transfer to an alternative suitable programme offered by Kaplan and assist with such transfer if applicable; and
 - 4.3.3.2 Put in place a compensation plan relevant to the circumstances of the particular withdrawal or termination which will include provision for compensation in respect of additional costs reasonably incurred by the Student.
- 4.3.4 The compensation plan referred to at clause 4.3.3.2 above will seek to ensure that any proposed refunds or compensation returns the Student to the position that they would have been in had the circumstances not occurred. The compensation plan may therefore include appropriate provision for the following, where applicable:
 - 4.3.4.1 Refunds of Tuition Fees and Other Fees;
 - 4.3.4.2 Refunds of any appropriate losses incurred in relation to accommodation or maintenance costs (depending on the student's individual circumstances);
 - 4.3.4.3 Compensation for additional travel costs incurred by a Student affected by a change in location of the UK University Ready Programme.

4.4 Other terms applicable to refunds

- 4.4.1 Subject to clauses 4.4.2 and 4.4.3 below, all 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 and Kaplan will not issue a refund to any person other than the original payor.
- 4.4.2 If the full refund amount is equal to or less than GBP 2000 and the Student holds a UK bank account, 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 In respect of refunds to be made after enrolment only, Kaplan may, upon request from the original payor, forward the funds to the Partner University where such funds are owed by the original payor to the Partner University and not to Kaplan.
- 4.4.4 If a Student wishes to request a refund before enrolment, the Student should contact the relevant Admission Manager or send an e-mail to pathways@kaplan.com. If the Student wishes to request a refund after enrolment, the Student should contact a member of the College services team or send an e-mail to pathwaysukaccounts@kaplan.com.

5. Programme withdrawal

- 5.1 In the event that the Student withdraws from the UK University Ready Programme, the Student shall notify the relevant College Director in writing. Notice of withdrawal becomes effective once the College Director receives a copy of the notice.

6. Accommodation

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

- 6.2 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 Fees when returning the Acceptance Form.
- 6.3 The Accommodation Payment is non-refundable except in accordance with clauses 4.1.1 (Right to cancel), 4.1.2 (Conditional Offers), 4.1.3 (COVID-19) and 4.1.4 (Visa refusal) and where the accommodation provided does not meet the specifications stated in the Offer Letter.
- 6.4 Details of the accommodation shall be provided to the Student separately before the Student enters into an Accommodation Agreement.
- 6.5 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.
- 6.6 Students may also order Kaplan Living Special Support when booking accommodation at a “Kaplan Living” residence at no additional cost.

7. College procedure

7.1 College policies and complaints

- 7.1.1 The Student shall abide by all rules governing the College and the Partner University including but not limited to Electronic Device Student User Agreement the behaviour and accommodation policies and standards which are made available to the Student at enrolment or earlier upon request to the College.
- 7.1.2 If a Student wishes to provide suggestions, feedback or complaints about Kaplan’s services, a form is available at the following link: www.kaplanpathways.com/feedback.
- 7.1.3 In addition, if a Student wishes to complain about the delivery or quality of any matters relating to the UK University Ready Programme, the Student should refer to the Complaints Policy which is available from the relevant College or at the following link: www.kaplanpathways.com/about/complaints.

8.1 Attendance and absence

- 8.1.1 The Student shall be expected to attend all classes relating to the UK University Ready Programme. Consequences of non-attendance can result in any disciplinary action including Kaplan and/or the College terminating the Student’s enrolment in the UK University Ready Programme as detailed in the attendance policy of the College made available at enrolment or earlier upon request to the College.
- 8.1.2 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.
- 8.1.3 In the event of any period of unauthorised absence from the UK University Ready Programme, the Student shall not be permitted any extension to complete the UK University Ready Programme and shall not be eligible for any refund of Accommodation, Tuition or Other Fees for the period of such absence.
- 8.1.4 Should the Student require time off in extenuating circumstances, the Student shall submit a request in writing to the College. Any time off shall be noted as periods of absence.
- 8.1.5 The College may supply any relevant data or records concerning a Student’s attendance or attendance to the Partner University and in particular shall report any period of unauthorised absence to the Partner University which may in turn inform the UK Home Office where required to do so.
- 8.1.6 Kaplan may send reports regarding the academic progression, attendance and a student support and/or accommodation summary of Students to their parents and / or guardian, Agent and/or Sponsor.

8.2 Enrolment

- 8.2.1 The Student shall arrive at the College on the enrolment date or period detailed in the Offer Letter.
- 8.2.2 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. 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 Programme changes

8.3.1 Other than in extenuating circumstances, and at the absolute discretion of the College, or in accordance with section 4.3 (Refunds and Compensation – Student Protection Plan) above, the Student shall not have the right to change the UK University Ready Programme to another programme of study after having submitted his or her Acceptance Form to Kaplan.

8.3.2 Kaplan and/or the College reserves the right to make minor changes to the UK University Ready Programme or these terms and conditions to reflect changes in relevant laws and regulatory requirements or to implement technical adjustments and improvements.

8.4 Under age students

8.4.1 The College shall provide additional information to the parents or legal guardians of the Under Age 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.

8.5 Health declaration

8.5.1 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 UK University Ready Programme.

8.5.2 Kaplan reserves the right to reject an Application or terminate the Student's enrolment in the UK University Ready 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 the UK University Ready Programme successfully.

8.6 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 College or Partner University policy, or fails to pay an amount that he or she is directly or indirectly liable to pay Kaplan in order to undertake UK University Ready Programme, may have his or her studies terminated or suspended. No refund will be given in these circumstances and if the Student is on a Tier 4 visa and sponsored by Kaplan, Kaplan will inform the Partner University which may in turn inform the UK Home Office that it has terminated or suspended the Student's enrolment in the UK University Ready Programme.

9. Liability

9.1 If Kaplan fails to comply with these terms, it is responsible for loss or damage which the Student suffers that is a foreseeable result of Kaplan breaking this contract or Kaplan failing to use reasonable care and skill, but Kaplan is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both Kaplan and the Student knew it might happen, for example, if the Student discussed it with Kaplan during the application process.

9.2 Nothing in this agreement shall limit Kaplan's liability in respect of fraud, death or personal injury resulting from Kaplan's negligence.

9.3 Kaplan is not liable in cases where Kaplan 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 its reasonable control.

10. Personal Information

Students should consult Kaplan's Privacy Policy which can be found at www.kaplanpathways.com/privacy/ for information on how Kaplan processes a Student's personal data.

11. Governing law and jurisdiction

Where the College is situated in England or Wales, these terms are governed by the law of England and Wales and you can bring proceedings in the English or Welsh courts. Where the College is situated in Scotland, these terms are governed by the law of Scotland and you can bring proceedings in the Scottish courts.

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, Palace House, 3 Cathedral Street, London SE1 9DE. 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 Palace House, 3 Cathedral St, London SE1 9DE)
Glasgow International College	Kaplan Glasgow Limited (Company number: 05976922)
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)
University of Nottingham International College	Kaplan Nottingham Limited (Company number: 10199220)
University of Essex International College	Kaplan Essex Limited (Company number 10846169)