

## English Language Skills

It is a fundamental condition of admission to the College that all students must have satisfactory English language skills. The College requires that all applicants to provide us with satisfactory documentation to support this. Information on the English language level required is provided in the course prospectus.

## Terms and Conditions

1. The College requires students to: attend all lectures and classes; submit written work when requested; attend all tests and examinations; and work diligently throughout the course.
2. Upon receipt of your application, the College will issue you with a letter confirming your eligibility for the course. This letter will state the deposit amount required (normally at least 50%) to hold your place and details on how to pay this fee.
3. Upon receipt of your deposit, you will be issued with an acceptance letter which you may use to obtain a student visa (if required).
4. If we are not able to accept you for your chosen course, any deposit or fees paid in advance will be refunded in full (subject as provided in these terms and conditions).
5. Enrolment on a course, together with the payment of the required deposit, creates a binding agreement to follow the course and to pay the full fees. Deposits are non-refundable and non-transferable (except as provided herein). All fees must be settled on or before the commencement date of the course. Failure to pay your fees due by the specified time will result in your enrolment being refused and consequent exclusion from the College.
6. In the event of cancellation, for whatever reason, the following will apply:
  - a) Cancellations must be made in writing directly to the Head of Admissions & Enrolment at the College. These will only be considered to have been made on the date which they are received by the College.
  - b) For cancellations which are received more than eight weeks before the course commencement date, an administrative charge of £250 will be deducted from the deposit and any balance held will be refunded.
  - c) For cancellations which are received less than eight weeks before the course commencement date, the deposit will not be refunded, but the balance of any fees already paid will be refunded.
  - d) Where cancellations are received after the course commencement date, for whatever reason, no refund will be given.
  - e) Refunds are not available of any amounts paid for study materials, where the materials have been supplied to the student.
  - f) Courier and transfer charges will be deducted by the College from any amounts refunded.
  - g) All cancellations for international students where a visa support letter has been issued and/or a visa granted will be notified directly to the Home Office.
  - h) For students who are not successful in obtaining a visa, a full refund will be granted on receipt of a written request for a refund – a copy of the student's passport showing both a photograph and signature and a copy of the official visa refusal letter by the relevant High Commission / Embassy within four weeks after the commencement of the course (published date).
7. An offer of a course place is for a specific intake. Fees paid will not be carried forward if you transfer to the next intake unless your reasons for seeking such a transfer is that:
  - a) you were unable to register in time for the intake you expected to join because delays were experienced in securing a visa; or
  - b) you were required by the College to take an English language programme.But the College will refuse deferrals for students (and no refund will be given) where it has reason to believe students have entered the UK on the basis of the College's visa support letters and are not studying as necessary with the College (given the visa requirements).
8. Deferrals will only be allowed to occur for the next possible intake within 12 months of your intended start date. You are not permitted to defer your admission if a visa has been granted. Any deposit paid is non-refundable outside of this period.
9. All fees exclude amounts payable directly to the University of London by students studying on University of London external programmes. The College accepts no responsibility for this, but details of these amounts are available on request.
10. Where students change their course of study during the term, no refund will be given for the revised course if it contains fewer modules/subjects than the original course and additional fees will be payable if the revised course contains an increased number of modules/subjects than the original course.
11. The College reserves the right to cancel any course with four weeks notice prior to the published commencement date of the course, whereupon any fees paid will be refunded in full.
12. The College reserves the rights to withdraw any module/subject up to four weeks after the published commencement date where it considers that it is not viable to run that module/subject, whereupon an alternative subject will be offered, or a pro-rata refund of the course fees will be given.
13. For courses leading to qualifications awarded by the Universities of Wales, Huddersfield and Liverpool John Moores, students must agree to be bound by the relevant University's Regulations and any subsequent amendments made thereto from time to time.
14. Anyone supplying false information on the application form is liable to suspension or expulsion from the College.
15. The College reserves the right to require a student to leave the course (without refund) at any stage: if the student does not fulfil the above requirements

(including satisfactory attendance), late enrolment, inappropriate conduct or behaviour, or any other circumstance deemed unacceptable to the College. Any fees refunded to an excluded student are at the discretion of the College.

16. The College reserves the right to require a student to leave a course at any stage if their financial obligations to the College are not fulfilled. Any fees refunded in this instance are at the discretion of the College.
17. The College reserves the right to inform the appropriate authorities (including the British Home Office) where a student has been removed from study with the College or is failing to meet ongoing attendance or fee payment requirements.
18. The College reserves the right to increase tuition fees at any time. All fee changes will be published in the College's marketing materials. Paying a deposit does not prevent any increase being applied.
19. Students wishing to extend their visa will not be issued with a visa support letter unless they re-enrol as necessary and pay the required amount of course fees on re-enrolment.
20. Dishonoured cheques will result in a charge by the College of £25 to cover administration and bank charges, as well as the risk of admission to study being refused.
21. The Home Office specifies attendance requirements for study and visa renewal. Students are responsible for signing the attendance register circulated during each class in order to provide acceptable evidence of attendance to the Home Office.

## Study Materials

All study materials (except for distance learning) are (unless otherwise stated) supplied by Kaplan Publishing Foulks Lynch Limited (registered no: 05728180 / registered office: 7th floor, 100 Cannon Street, London, EC4N 6EU).

The College acts as agent for Kaplan Publishing Foulks Lynch Limited in collecting amounts payable to such company hereunder.

Any queries regarding any study materials so supplied should be addressed to the College on behalf of Kaplan Publishing Foulks Lynch Limited.

## General Terms and Conditions

1. All amounts quoted include VAT (where applicable).
2. The College and Kaplan Publishing Foulks Lynch Limited reserve the right to charge interest at 10% per annum on overdue amounts.
3. Any refund made by the College will be paid to the original payor.
4. All deposits received are for the sole purpose of reserving a course place.
5. Funds received but not utilised or refunded in accordance with these Terms and Conditions will be forfeited to the College.
6. The College reserves the right to change the courses, tutors, dates and locations.

7. Courses are not transferable between students.
8. All courses are non-residential unless specified otherwise. The College will, if requested, assist by providing a list of suitable accommodation but it is students' responsibility to make their own accommodation arrangements.
9. Students are expected to conduct themselves at all times in a manner which demonstrates respect for the College and its staff, fellow students and property. Breaches of the student code of conduct can amount to gross misconduct, which may lead to expulsion from study.
10. Liability of the College and Kaplan Publishing Foulks Lynch Limited for losses arising from their negligence (except in the case of liability for death or personal injury), breach of contract or otherwise will be limited to the full amounts paid by the relevant student. Except in the case of liability for death and personal injury, such companies will have no liability for indirect or consequential loss or damage.
11. The College reserves the right to cancel any course with four weeks notice prior to the published commencement date of the course, whereupon any fees paid will be refunded in full.
12. Students' arrangements with the College and Kaplan Publishing Foulks Lynch Limited are governed by English law.
13. For courses leading to qualifications awarded by the Universities of Wales, Huddersfield and Liverpool John Moores, students must agree to be bound by the relevant University's Regulations and any subsequent amendments made thereto from time to time.

## Distance Learning Materials

All distance learning materials are supplied by Holborn College Limited.

Distance learning amounts quoted include VAT (where applicable) but exclude any taxes or duties imposed by countries outside the UK.

Full payment is required on completion of the order form and prior to the dispatch of study materials.

A deferral can be processed to the following exam sitting if Holborn College Limited is notified in writing in advance. An administration charge of £25 will be invoiced by Holborn College Limited. It may be necessary to purchase new distance learning materials upon recommencement of deferred study. These are not included in amounts previously paid and will be invoiced separately.

Refunds are only available on study materials returned in a saleable condition to Holborn College Limited, Woolwich Road, London SE7 8LN, within 14 days of receipt. Postage is not refundable.

Distance learning is not transferable between students.

## The College's Privacy Policy

This is the privacy policy ("Privacy Policy") for Holborn College Limited, part of the Kaplan family of educational companies.

This Privacy Policy describes how we treat personal data received about you when you visit the College website or otherwise. Please read this Privacy Policy carefully, because by visiting or using this site or contracting with us, you agree to its terms. This Privacy Policy applies only to the site, and not to the web sites of other Kaplan companies.

We may revise this Privacy Policy from time to time. We will notify you of any important changes by posting a notice on all Privacy Policy links. If you see a notice of change, please check the Privacy Policy, because your continued use of the site after we post the change means you have agreed to the new terms.

## Collection of your Personal Data

We collect your personal data when you ask for information about our courses or study materials, when you submit your answers to our assessment quizzes or surveys, or when you enrol or are enrolled by your sponsor in one of our courses or E-learning products or order study materials.

To process your enquiries and assessment quizzes or surveys, we collect your name, email and postal addresses, daytime phone number, and, if applicable, company and type of business.

To process enrolments and orders, we may ask for your name, email and postal addresses, daytime phone number, company name and address, sponsor's name, mobile and home telephone numbers, date of birth, professional certification or registration information, if any, and credit or debit card information.

We and other Kaplan companies may also use your postal and email addresses to send you information about further professional training, and other services or products similar to those you have ordered from us, or to send you an invitation to solicit such information from our sibling Kaplan educational companies. If you do not wish us to send you this additional information, you can let us know by following the opt-out instructions that we include in every email, or by sending us notice of your preferences through the mechanisms listed in the section below entitled Your Ability to Choose.

## Sharing your Data

We will need to use your data to perform our obligations and exercise our rights under agreements made with you and to inform you of feedback and exam results.

If you have enrolled in our courses through your sponsor or employer, we may share your data and course attendance and test results with your sponsor or employer.

Otherwise, we will share your personal data only with the service providers who help us run the College site or fulfill your requests and with other Kaplan group companies to enable processing and administration of study material orders or to enable them to inform you about services and products which may be of interest to you. We may also need to disclose your personal data to third parties when

we, in our sole discretion, believe it is necessary to comply with the law, to enforce our User Agreement or this Privacy Policy, or in connection with a sale or transfer of the College's business.

## Your Ability to Choose

As mentioned above, we may use your email or postal address to send you information on obtaining or maintaining your professional qualification, or other services or products we or other Kaplan companies think might interest you. We also may share your data with other Kaplan companies. If you do not wish to receive such information from us or other Kaplan companies, or you do not wish us to share your data in this manner, you can let us know by emailing us at or sending your request by post to Privacy Inquiry (details below in Review and Correction).

## Data Registration

Pursuant to the Data Protection Act of 1998, the College has registered as a Data Controller with the United Kingdom Information Commissioner.

## Review and Correction

You may review and update the personal data you have provided to us by emailing us at :

**privacy@holborncollege.ac.uk**

or sending your request by post to:

**Attention: Privacy Inquiry**

**Holborn College Limited, Woolwich Road, London SE7 8LN**

## Declaration

**No application will be considered if this declaration is not signed by the applicant.**

I declare that the statements made by me are correct to the best of my knowledge and belief. I have read and understood the College's terms and conditions and I agree to be bound by them.

I confirm that I have completed all relevant sections of this form.

Signed: \_\_\_\_\_

Name (print): \_\_\_\_\_

Date: \_\_\_\_\_

Please return the completed form to the College directly, or to the authorised representative office, or to the British Council.

**Admissions Department**

**Holborn College, Woolwich Road, London SE7 8LN**

**Tel.+44 (0)20 8317 6000, Fax.+44 (0)20 8317 6013**

**admissions@holborncollege.ac.uk,**

**www.holborncollege.ac.uk**