

# Terms and Conditions of Enrolment

## Background

The application form and these enrolment terms ("Terms") set out the basis of your application to be enrolled as a student at Western International College ("WINC", "we", "our") and will form part of any agreement between Western International College and you ("the Agreement").

The Terms set out your rights and obligations, as well as our obligations and limitations of our liability to you. Therefore, it is very important that you read and understand these Terms before you complete the application form. If you do not understand any part of this document, please discuss it with one of our employees before submitting your application form.

## 1. Application and Enrolment

1.1 The application form (once accepted by us in accordance with clause 1.3) and these Terms set out the whole agreement between us. Please check that the details in the application form are complete and accurate before you submit your application form. If any of these Terms are inconsistent with any term of the application form, the application form shall prevail.

By submitting the application form:

1.2 You offer to enrol on your chosen course on these Terms, and we may accept or decline your offer for reasons such as non-eligibility or over-subscription for the relevant course.

1.3 On receipt of your completed application form and documents, we will check that you satisfy the eligibility criteria to undertake your chosen course. If you do not satisfy the criteria, we will either suggest an alternative course (where appropriate) or refuse your application with advice on why it is insufficient. If you satisfy the criteria, we will send you an acceptance letter and a student learning contract along with details of your tuition fees and payment schedule.

1.4 You are bound by the student learning contract, it is unconditional. Upon reading the student learning contract you can withdraw from the programme within 14 days.

1.5 Enrolment with the awarding institution is a separate process and will be sent to you. All awarding institutions have their terms and conditions available on their website publicly as well as the academic regulations.

## 2. Payment of Fees and Additional Costs

2.1 The course tuition fees are detailed on our fees list (which can be found in our prospectus and/or on our website) ("Fees"). You may be required to pay additional administration costs and/or third-party costs for the reasons set out in clause 2.6. Such additional costs are specified in our fees list ("Additional Costs").

2.2 We may in our absolute discretion agree to accept payment of your fees (and Additional Costs) by a third party (for example, a family member, an employer or another sponsor acceptable to us (a "sponsor"), in which case you must ensure your sponsor is made aware of these Terms before you submit your application form. You are responsible for payment of your Fees and any Additional Costs even if you arrange for a sponsor to pay these on your behalf. Our agreement shall be with you and not with any sponsor, who shall not be party to this agreement.

2.3 The Fees are, as far as we are aware, correct at the time of publication. You can fix your Fees and any relevant additional costs by paying them in full at the time of application or before the course starts.

2.4 In addition to the tuition fees, you may also be required to pay the following

Additional Costs:

- charges will apply for any late or dishonoured payments
- courier charges;
- re-attendance fee if you wish to re-attend or need to retake your course or any part thereof;

- a reasonable charge for providing you with records, references or for providing you with any archived documents;
- Fees payable to third parties, including;
- examination entry fees payable on dates specified by us to us or to any external examination centre. If you fail to pay such examination fee by the due date, you cannot sit the relevant examination;
  - student membership and professional body fees;
  - a re-sit fee if you wish to re-sit an examination;
  - any other costs or expenses that you may incur in the course of your studies or in connection with this agreement (including without limitation, the costs of purchasing textbooks, course materials, your accommodation, food and travel costs.)
- 2.5 Students whose funding will come from outside the UK should apply immediately for the necessary transfer of funds to us. The College will not agree to the postponement of payment of Fees because of exchange control problems.
- 2.6 You may pay tuition fees by direct transfer to the College bank, the details of which are as follows:
- Western International College Ltd  
 HSBC  
 Account number: 92253259  
 Sort code: 40-07-15  
 IBAN: GGB87HBUK40071592253259  
 Swift Code: HBUKGB4111C
- 2.7 The College should be informed promptly of any bank transfers made and copies of proof of payment should be sent to us to speed up the enrolment process.
- 2.8 If you fail to pay any part of your Fees or any Additional Costs for any reason, we reserve the right (at our discretion) to take one or more of the following actions:
- suspend or exclude you from your Course;
  - prevent you from registering for your course examinations;
  - prohibit you from sitting your course examinations;
  - withhold your exam results and any certificate;
  - take legal action against you to recover the Fees and any of your Additional Costs, plus our reasonable expenses for the costs of taking such an action;
  - terminate this agreement on written notice;
  - charge you interest on the overdue amount at the rate of 3% a year above the base lending rate of our business account from time to time. This interest shall accrue from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with the overdue amount.

### 3. Your Obligations

- 3.1 You represent, warrant and undertake that all the information provided on your application form is complete, up-to-date and accurate in all respects.
- 3.2 In the case of non-UK students, you must provide us with satisfactory evidence that you meet the current English language requirement specified by the British government or any other relevant regulatory, professional or academic body in order to complete your course. Even if you have provided such evidence, we may terminate this agreement at our discretion if we consider that you do not meet the relevant English language requirement.
- 3.3 You are required to:
- enrol at the start of your course and at the start of each subsequent year of your course;
  - register with any applicable professional bodies as a student member and to register for examinations in good time;
  - comply with these Terms, the student learning contract, handbooks and regulations
  - bring to your classes the relevant textbooks and any other course materials which form an essential part of class work;
  - keep informed about announcements, deadlines and important activities by checking Moodle notice boards and your email accounts;

- keep us informed of any changes to personal information (including your home address and next of kin) provided in your application form;
  - declare any criminal charges pending against you and any criminal convictions on your application form or immediately after receipt of any such charge or conviction if these arise during your course;
- behave appropriately at all times and in such a manner as not to:
- cause a nuisance,
  - impede or prevent the provision of any programme of study offered by us; or
  - cause damage to our reputation;
- 3.4 If you fail to comply with your obligations under clause 3.3, we may at our discretion: notify you of such failure and where appropriate arrange a meeting with you; and / or If your breach is material or persistent, dismiss you with immediate effect from your course and terminate the Agreement at any time immediately on written notice.
- 3.5 You are required to notify us when submitting your application form or as soon as possible thereafter of any medical condition (including pregnancy) and any health care or medical procedures you may require during the course, if this may affect your ability to fully attend the course or require additional support to do so without disadvantage.
- 3.6 You are required to attend your course in full. Your attendance is electronically measured including the total time within the session. Notify us immediately if you are unable to attend all or any part of the course. If your attendance (regardless of the reason for any absence), in our reasonable discretion is not of a satisfactory standard, we will provide written notice to you that continued failure to attend the course may result in your dismissal from the course.
- 3.7 If, following such notice, your attendance on the course in our reasonable discretion continues to be unsatisfactory, we reserve the right to dismiss you with immediate effect at any time from the course and terminate this Agreement. Being late for class is not only detrimental to the academic progress of the latecomer but is disruptive for the entire class. Students arriving late may be refused entry.

## 4. Our Rights and Obligations

- 4.1 We shall provide an education service with reasonable skill and care.
- 4.2 Course start and end dates in the programme handbooks are not expected to change. However, we reserve the right to alter dates, make variations to the contents and methods of delivery of, to discontinue or to merge or combine courses in order to facilitate or improve the provision of any course and its examinations, if such an action is considered necessary by us. You will be advised of your rights to cancel if it constitutes a material change in the course you enrolled for.
- 4.3 These terms are reviewed by the College from time to time, including without limitation the terms of payment or refund of fees. The College reserves the right to change or amend the Terms, Refund Policy and Learner Contract and we will give you prior notice of any such changes. The most current document will apply.
- 4.4 In the event that any change we make pursuant to clause 4.2 or 4.3 substantially varies our Agreement, you may choose to withdraw from the course and terminate our Agreement and we will provide you with an appropriate refund.
- 4.5 If we have any cause for concern for your health, finance or academic performance, you agree that we may involve your parents, sponsor or other appropriate professionals and may disclose your academic performance to them to the extent necessary to do so.

## 5. Cancellation Rights, Course Transfers and Termination

- 5.1 We will refund any Fees if we do not accept you on the Course.
- 5.2 You may withdraw from the course up to one month before the start date of your course, in which case this agreement will terminate, and we will refund your fees
- 5.3 Where you enrol within a month of the start of a course then 14-day cancellation right will apply as if you submitted your application form. You are entitled to cancel the Agreement within 14 days from the date you receive confirmation of acceptance on the course
- 5.4 If you decide to cancel our Agreement, you must notify us within this 14-day period by post, fax or email at the contact details provided on our website.

## 6. Refund Policy

Please see the relevant Refund Policy

## 7. Information Sharing and Data Protection

- 7.1 We collect and process your personal data in order to make admission decisions, to provide education, to provide information and education to you and for administration, health, safety, welfare and security reasons as well as to comply with our legal obligations to the UKBA.
- 7.2 Some of the information may, because of its nature, be "sensitive" within the meaning of the Data Protection Act 1988.
- 7.3 By accepting your place on the course:
  - you consent to us processing and transferring such personal and sensitive personal data for the purposes listed above
  - You agree that we may obtain information on your examination performance from any other academic and/or professional body in order to assess your performance or eligibility

## 8. Liability

- 8.1 If you or we fail to comply with these Terms, neither of us shall be responsible for any losses that the other suffers as a result of such failure except for those losses which arise as a result of negligence of the other party and that were reasonably foreseeable from the failure to comply with these Terms.
- 8.2 The total liability of either party under this Agreement (whether in contract or tort, including negligence) shall not in any event exceed the Fees for your course.
- 8.3 This clause does not exclude or limit in any way our liability for:
  - death or personal injury caused by negligence; or
  - fraud or fraudulent misrepresentation; or
  - any breach of the obligations implied by section 2 of the Supply of Goods and Services Act 1982; or
  - losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or
  - any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

## 9. Events Outside Our Control

- 9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an event outside our reasonable control, including without limitation changes in applicable laws, actions or delays by any government authority, state of emergency or refusals by any such authority to grant any necessary license or permissions. ("Force Majeure Event").
- 9.2 Our obligations under these Terms will be suspended for the period that the Force Majeure Event continues, and the time to perform these obligations shall be extended for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

## 10. Intellectual Property

- 10.1 The copyright, design right and all other intellectual property rights in any materials and other documents or items that we prepare or produce (which shall for the avoidance of doubt include any materials prepared by our employees, contractors or agents) in connection with the course will belong to us, or our licensors, absolutely.
- 10.2 You may not use the materials, documents or other items issued to you as part of your programme, for any commercial purpose.

## 11. General

- 11.1 Subject to your compliance with these Terms, and at your request, we will provide you with references or documentation confirming your enrolment at your request. We will only send the documentation requested under this clause by email unless a hard copy is required, and you will bear the courier/postage fess for this.
- 11.2 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, such Term will, to that extent only, be severed from the remaining Terms, which will continue to be valid to the fullest extent permitted by law.
- 11.3 If we fail, at any time during the Agreement, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that You do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.
- 11.4 A person who is not party to the Agreement (including without limitation your sponsor) shall not have any rights under or in connection with the Agreement under the Contracts (Rights of Third Parties) Act 1999.
- 11.5 These Terms shall be governed by English law and you and we both agree to the exclusive jurisdiction of the English courts.

### **DECLARATION:**

- The student should read the Terms and Conditions above
- Application to WINC is regarded as acceptance of these Terms and Conditions of Enrolment
- Receipt of Fee Payment is also regarded as an acceptance of these Terms and Conditions of Enrolment