

## **CAVC International Terms and Conditions (2021/22)**

This document sets out the College's terms and conditions, and in any documents or policies referred to in these Terms and Conditions, will form a contractual relationship between the College and you under which the College agrees to enrol you on one of the College's programmes and provide you with education and pastoral support services and you agree to progress your studies on a programme at the College.

Before accepting the offer, you should carefully read and make sure you understand these Terms and Conditions and any terms contained in the offer letter, student declaration and in any documents or policies referred to in these Terms and Conditions.

If you do not understand any part of these Terms and Conditions, or any terms in the Offer Letter, Acceptance Form or in any other document mentioned in these Terms and Conditions, please contact our international team at [international@cavc.ac.uk](mailto:international@cavc.ac.uk) before accepting an offer.

### **1. Application and Offer Stage**

- 1.1 Following the selection of a desired programme of study, the Applicant should complete an Application Form online and submit it to the College.
- 1.2 The College reserves the right to accept or reject any Applications in its absolute discretion, subject to its legal obligation not to discriminate.
- 1.3 Where the College accepts an Application, the College will issue an offer Letter to the Applicant via email.
- 1.4 In order for an Applicant to accept either a Conditional or Unconditional Offer, the Applicant must: complete and sign the Acceptance Form and return it to [international@cavc.ac.uk](mailto:international@cavc.ac.uk)
- 1.5 If the Applicant is self-funded, they must pay a Deposit. The Deposit paid to the College will be deducted from any Tuition Fees that become payable.
- 1.6 If the Applicant is financially sponsored, the College must be provided with satisfactory (in the College's opinion) evidence of such sponsorship.
- 1.7 A binding contract (the "Contract") will be formed when the College has received all of the items listed in terms above. The College will promptly confirm receipt by email normally within 48 hours.
- 1.8 The Student must notify the College at the time of application of any disability, whether a mental or physical condition, that will have or is likely to have a significant adverse effect on the Student's ability to participate in a Programme, or where it is likely to mean that special arrangements will be required (for example in relation to access, accommodation, travel).
- 1.9 In performing its obligations under the Contract, the College will comply with the Equality Act 2010 and any associated applicable laws, statutes, regulations and codes from time to time in force. In particular, the College will comply with its obligations to make reasonable adjustments to alleviate the effects of a Student's disabilities. To assist the College to make any such reasonable adjustments, the College must have full disclosure from each Student of any such disability (as described at the beginning of this clause). If the Student fails to notify the College of any such disability at the time of application and the College subsequently determines that it cannot support the Student despite its ability to make reasonable adjustments then the College may: (i) refuse the Student's application; (ii) withdraw any offer that has been made; or (iii) where an offer has been accepted, withdraw the Student from the Programme and terminate the Contract.

### **2. Cancellation**

- 2.1 The Student has the legal right to change his or her mind and cancel the Contract without giving a reason within 14 days starting from the day after a binding contract has been formed.
- 2.2 If the Student accepts an offer for a Programme which starts during the Cancellation Period and the Student cancels the Contract during the Cancellation Period but after the Programme has started,

the Student must pay for the part of the Programme that has been provided by the College until the time the College is informed of the Student's decision to cancel the Contract as well as the relevant administration fee stated in section 8.

2.3 This term provides information on how to cancel the Contract within the Cancellation Period: The Student must let the College know by a clear statement that the Student wishes to cancel the Contract. The Student must email [international@cavc.ac.uk](mailto:international@cavc.ac.uk) to notify the College. The College will promptly acknowledge in writing receipt of the Student's cancellation.

### **3.Fee Status**

3.1 In order to ensure that the Applicant is charged the correct Tuition Fees in relation to The Student Fees (Student Fees, Awards, Qualifying Courses and Persons) (Wales) Regulations 2013, the College will assess his or her fee status based on the information provided in or with his or her Application and any additional documentation requested by the College.

3.2 If the Applicant's fee status is unclear from the information provided with his or her Application, the College will ask the Applicant to provide further information.

3.3 Where uncertainty remains, a final decision will be made by College management.

### **4. Payment and Fees**

4.1 A breakdown of applicable Tuition Fees is provided in the Offer Letter.

4.2 Once the Applicant has accepted his or her offer, the amount of Tuition Fees for the Programme is fixed.

4.3 University tuition fees that apply to a Student after Progression are determined by the University and published on the University's website.

4.4 It is the Student's responsibility to ensure that the Tuition Fees, accommodation fees and any Additional Costs are paid in full and on time.

4.5 If a Financial Sponsor is paying the Tuition Fees on behalf of the Student, the Student must ensure that the Financial Sponsor is made aware of these Terms and Conditions before the Student accepts an offer. The Student is responsible for payment of the Tuition Fees even if the Student has arranged for a Financial Sponsor to pay these on his or her behalf.

4.6 If the Student is paying the Tuition Fees his or herself and if he or she fails to pay all or any part of the Tuition Fees for any reason, the College reserves the right to take one or more of the following actions:

4.6.1 suspend or withdraw the Student from his or her Programme;

4.6.2 withhold the Student's results and not permit the Student to graduate and/or Progress;

4.6.3 withhold any documentation required for a visa extension;

4.6.4 take legal action against the Student to recover the Tuition Fees payable to the College, plus the College's reasonable expenses for the costs of taking such an action; and/or

4.6.5 terminate the Contract immediately on written notice.

4.7 Prior to taking any action listed in 4.6 above:

4.7.1 The College will try to contact the Student to request payment and discuss how the issue may be resolved.

4.8 All payments shall be made by online payment or bank transfer. Cash payments will not be accepted.

4.9 All payments are subject to the following conditions:

4.9.1 the payee is authorised to use the payment method used;

4.9.2 a payment must be confirmed as having reached the College's bank account for it to be deemed as a payment; and

4.9.3 where a card provider declines or refuses a payment or where incorrect details have been provided by the payee and a payment does not reach the College's bank account, the College will notify to notify the payee or the Applicant or Student (as applicable) and accepts no liability for any losses.

4.10 An applicant is required to make an Initial Enrolment payment/deposit on a CAVC English Academy programme followed by agreed monthly payments to be made by the 15th of each calendar month via bank transfer or TransferMate ([www.cavc.paytostudy.com](http://www.cavc.paytostudy.com))

4.11 All payments must be made before the final calendar month of the course of study.

4.12 If the monthly payment is not received by the College by the end of each month, the enrolment will be frozen until payment is made and the student will be unable to attend further lessons.

## **5. Additional Costs**

5.1 Students should be aware that there may be other costs associated with his or her Programme that are not stated on the Offer but which may be payable by the Student to the College. Additional Costs may consist of:

5.1.1 assessment re-sit administration fees;

5.1.2 fees for additional, non-timetabled tuition hours provided by the College to support any assessment re-sits (fees will vary depending on the Programme and the individual Student needs);

5.1.3 appropriate materials to support the Student's studies such as text books, course materials, art and design consumables, software, stationery, and photocopying costs;

5.1.4 transport costs when travelling to and from the College;

5.1.5 accommodation (where not already included in the Student's Offer);

5.1.6 general living costs such as food and drink;

5.1.7 costs associated with any English Language assessment;

5.1.8 Costs associated with accessing Online materials and delivery, such as internet and device costs.

5.2 No CAS will be assigned to an International Student until he or she has accepted his or her offer and where the institution is confident that the course is able to take place through a period of Face to Face delivery or blended delivery.

5.3 Where an accommodation reservation deposit or payment has been paid to the College which is then transferred to a third party (provider of actual accommodation) with the approval of the Student or parent/legal guardian, the deposit is then subject to the terms and conditions for refund of the third party and the College has no further liability or responsibility for any refund.

## **6. The Programme of Study**

6.1 The offer of a place to study with the College is based on the key information which can be found on the relevant page of the programmes section of the College website [www.cavc.ac.uk](http://www.cavc.ac.uk).

6.2 The College shall provide education services appropriate to the mode of delivery for the Course, whether Face to Face, Blended or fully Online (Programme delivery, tuition, supervision and assessment), as well as ancillary services (academic/learning support and resources, careers support and pastoral support) with reasonable skill and care.

6.3 Examinations will normally be held Monday to Saturday between the hours of 08:00 and 19:00 UK except where scheduling requires them to be held outside these times. In which case the College will

take all reasonable steps to schedule the examinations at a time and place so as to minimise any inconvenience to affected Students, notifying the Student as early as possible.

6.4 Class and/or examination times or locations may need to change due to unforeseen circumstances, the College will notify the Student as early as possible to inform them of the change to minimise impact.

6.5 Students must enrol on at the time and date provided by the College. For Face to Face delivery, students must additionally arrive prior to the start date stated on the Conditional or Unconditional Offer Letter.

6.6 Whilst the College expects all Students to arrive on time for Face to Face delivery, it is understood that there can be unavoidable delays such as visa delays. Students must notify the College of their expected arrival and enrolment date as soon as they become aware that they may not arrive or enrol on the stated start date.

6.7 No discount or refund of fees due to the Student's late arrival will be provided.

6.8 The College reserves the right to make changes to the Programme. Reasons for changes can include and are not limited to, the following reasons:

6.8.1 to meet the requirements of an accrediting, professional, statutory and/or regulatory body;

6.8.2 to reflect changes in the applicable laws and regulations;

6.8.3 to respond to sector good practise or quality enhancement processes;

6.8.4 to keep programmes contemporary by updating practices or areas of study;

6.8.5 Events Outside the College's Control;

6.8.6 non-availability of venues;

6.8.7 sickness or absence of tutors;

6.8.8 where a change to the Programme or module needs to be made where the minimum number of students needed to ensure a good educational or student support has not been met.

6.9 In making any such changes, the College will aim to keep the changes to the minimum necessary and will usually notify and/or consult (depending on the nature of the change) with affected Students in advance about any changes that are required.

6.10 If the Student withdraws prior to the Programme start date, the College will provide a full refund of the Tuition Fees paid to the College and any Additional Fees paid to the College; or if the Student withdraws on or after the Programme start date, the College will provide the Student with an appropriate refund taking into consideration the proportion of the Programme completed.

6.11 The Student does not have the automatic right to change his or her Programme once he or she has accepted his or her offer. However where possible, the College will aim to facilitate the Student's request. If the Student wishes to make a change to the Programme, the Student must contact the College at the earliest opportunity. The Student will be informed whether the change will be possible and any additional fees this might incur.

6.12 Failure to meet the stated progression criteria, of a stage of study within the set time frames and according to the requirements of the Programme, as well as the current requirements of the Immigration Rules for International Students located at [www.gov.uk/guidance/immigration-rules](http://www.gov.uk/guidance/immigration-rules), may result in the Student being unable to complete his or her Programme.

6.13 The progression criteria are to:

6.13.1 meet all pass criteria for each module/stage as required by individual Programme requirements;

6.13.2 attend all classes, examinations and meetings in line with the Attendance and Monitoring policy of the College;

6.13.3 achieve the specified English Language standard, where applicable, required by both the College and/or the Partner University, and where applicable, pay any costs associated with any English Language assessment; and

6.13.4 continue to have the Right to Study according to the Immigration Rules, where applicable;

6.14 The College reserves the right to terminate the Contract in the following circumstances:

6.14.1 prior to enrolment where either (a) the Applicant/Student requires a CAS and the College believes that the issuance of a CAS would breach the relevant Immigration Rules; (b) the College believes that the Applicant/ Student's visa application will be unsuccessful; or (c) the College believes that the performance of the Contract would bring the College or Partner University in to disrepute. In such cases the College will provide a refund of Tuition Fees paid to the College and Other Fees Paid less: (i) any costs incurred by the College; and (ii) the administration charge of £250.

6.14.2 during the Course of study where: (a) the Applicant/Student requires a CAS and the College believes that the issuance of a CAS would breach the relevant Immigration Rules; (b) the College believes that the Applicant/ Student's visa application will be unsuccessful; or (c) the College believes that the performance of the Contract would bring the College or Partner University in to disrepute. In such cases the College will provide an appropriate refund taking in to account the proportion of the course already completed, less: (i) any costs incurred by the College; and (ii) the administration charge of £250.

6.15 The College may revise and amend these Terms and Conditions from time to time and will give the Student prior notice of any such changes. In the unlikely event that any amendment substantially changes the Contract, the Student may choose to withdraw from his or her Programme and terminate the Contract by written notice and the College will provide the Student with an appropriate refund taking into consideration the proportion of the Programme completed at the time of termination of the Contract.

## **Deferral**

7.1 Requests for the deferral of either a Conditional or Unconditional Offer prior to enrolment are considered on a discretionary basis and deferrals can only be requested twice before the offer is withdrawn and a new Application must be made. Where a CAS has been assigned by the College to the Student and he or she has gained a visa on this basis, deferrals will only be approved where the Student can provide binding evidence that:

7.1.1 the Student is not in the UK; and

7.1.2 the request/reason for deferral is fully supported by documentary evidence.

7.2 If the deferral request is as a result of the Student receiving a visa refusal, the deferral will be subject to the approval of a Director of the College.

## **8. Refunds**

8.1 Anti-money laundering rules in the UK require that any payment made to and confirmed as received by the College will only ever be refunded to the person who made the original payment in the source country from where the payment originated.

8.2 If the Student cancels a CAVC English Academy course booking within 14 calendar days of enrolment without giving any reason, the student is entitled to a refund of the price paid minus tuition costs incurred. In any event, you will incur a £155 cancellation fee as a result of this reimbursement. For the avoidance of doubt, the cancellation period will expire 14 days after the date of your enrolment.

8.3 Any refund made will be at the sole discretion of Cardiff and Vale College and will be subject to a £250 administration charge on all programmes requiring a CAS. The College will consider all other

requests for a refund of deposit payments on an individual basis. Payment refunds will only be issued in the following instances:

- 8.3.1 Where an applicant has withdrawn their application for study prior to being issued with a CAS.
  - 8.3.2 Where an applicant has applied for leave to enter/remain which has subsequently been refused by UKVI, and the applicant has provided the College with copies of documents received from UKVI in relation to the refusal, including a transcript of any interview undertaken with UKVI as part of the application for leave to enter/remain, as requested by the College.
  - 8.3.3 The applicant can demonstrate, to the satisfaction of the College, that they have not contributed in any way to the refusal.
  - 8.3.4 The applicant has followed instructions, issued by the College, in relation to the application for leave to enter/remain.
  - 8.3.5 The applicant has submitted a request to UKVI for an administrative review, appeal or similar as requested by the College, which has subsequently been rejected.
- 8.4 Following the rejection of the request for an administrative review, appeal or similar, the College has deemed that it no longer wishes to sponsor or support a further application for leave to enter/remain, and;
- 8.4.1 Either no alternative legitimate routes, within the immigration rules, for the applicant to obtain leave to enter or remain in the UK exist to the extent that it would not be possible for the applicant to undertake their chosen programme of study or an alternative, or;
  - 8.4.2 The applicant having satisfied all of the criteria as detailed above wishes to withdraw their application for study.
- 8.5 College management will meet, after each intake has been completed, to review each refund request received from any student whose visa application was refused by the UKVI. It is the responsibility of the student to ensure that Cardiff and Vale College has received any documentation or evidence they wish to be considered relating to their request for a refund. College management may request additional information from third parties, including the Home Office. If in the reasonable opinion of College management the student has not fulfilled the refund criteria or the circumstances in which a course fee would normally be refunded, the course fee will not be refundable.
- 8.6 Payments will NOT be refunded in the following circumstances:
- 8.6.1 Where a visa application is approved by the Home Office.
  - 8.6.2 Where an applicant successfully gains leave to remain in the United Kingdom.
  - 8.6.3 Where a visa application is refused on the grounds of any fraudulent activity, irrespective of whether or not the applicant contributed to the fraudulent activity.
  - 8.6.4 Where an applicant is issued a CAS by Cardiff and Vale College and does not commence their studies and/or complete the College's enrolment process.
  - 8.6.5 Where a visa application is refused for any reason and the College deems the applicant contributed towards the refusal. To be considered for a refund the applicant must follow any instructions given to them by Cardiff and Vale College.
  - 8.6.6 Where a visa application is refused and the applicant fails to submit a request to UKVI for an administrative review, appeal or similar, having been advised by the College to do so.

## **English Academy Payments**

9. By making the first course fee payment and enrolling on to a CAVC English Academy course, the student agrees to the following:

9.1.1 I confirm I accept the offer made by Cardiff and Vale College International;

9.1.2 I understand that my place on the course will not be secured unless the minimum payment is paid or an official sponsorship letter for the full amount has been received by Cardiff and Vale College.

9.1.3 I understand I will be subject to a cancellation charge should I wish to revoke the acceptance of my offer;

9.1.4 That Cardiff and Vale College reserves the right to amend this refund policy, at its discretion, and for any reason deemed fitting or necessary.

9.1.5 I agree to pay the remainder of the course fee after the initial course fee payment via TransferMate or bank transfer according to the payment plan for course fees I set up on enrolment. I understand that failure to do so will result in my withdrawal from the course;

## **10. Covid 19**

10.1 If the student is unable to travel due to COVID 19 only, we will remove the cancellation fee for any new individual booking in the academic year 2020/21

This means:

10.1.1 If a student wishes to postpone their course we will give them a credit voucher valid for two years from the course start date;

10.1.2 Students may cancel up to 5 working days before the course start date. Students may choose between a credit voucher (as above) or a full refund of fees, less any bank charges

10.1.3 If the student cancels under 5 days before the course start date, we will give a credit voucher valid for 2 years from the course start date.

10.2 Cardiff and Vale College reserves the right to amend the Covid 19 refund policy, at its discretion, and for any reason deemed fitting or necessary, without notice.

## **11. Liability**

11.1 Where the Student is an International Student and the College loses its ability to sponsor International Students (or has its UKVI Sponsor licence restricted or downgraded or its CAS allocation reduced, meaning the College cannot provide its tuition services to International Students), the College's liability to such Student shall be limited to refunding all Tuition Fees paid to the College for the academic year in which the College loses its sponsor licence. This does not include any costs already incurred by the Student in relation to the Programme for that academic year, such as visa fees, accommodation costs and travel costs directly relating to the Programme.

11.2 The College accepts no responsibility for any miscommunication that may arise where the Student/Applicant (as applicable) has provided incorrect or out of date contact details or has not kept his or her contact details up to date. It is the Student/Applicant's (or parent/guardian's if the Student/Applicant is under 18 years of age) responsibility, to provide and confirm, when asked to do so, correct contact details (and to keep those contact details up to date) for communication purposes. The College reserves the right to correct any such details or omissions.

## **12. Code of Conduct**

12.1 the College may withdraw the Student from the Programme and terminate the Contract immediately by notice in writing if:

12.1.1 the College decides that the Student may not continue as a Student due to a breach of the Student Code of Conduct.

12.1.2 the Student fails to meet the progression criteria.

12.1.3 the Student's behaviour represents a serious risk to the safety, health and/or welfare of him or herself or others.

### **13. Terms and Conditions**

13.1 I have read and agree to abide by the Terms and Conditions for students at Cardiff and Vale College and I am aware of my responsibilities as a student at the college.

13.2 I certify that all of the information contained in my application is correct. Any documents I have submitted to the college are authentic.

13.3 I understand that it is my responsibility to inform the college of a change in my contact details (e.g. name, address, telephone number etc).

13.4 I understand that information about my application, enrolment, attendance and progress at this institution may be passed to UK Visas and Immigration for purposes connected with immigration.