



Cambridge Melchior College

Willingham House, Cambridge CB24 5HT, United Kingdom

Tel: +44 (0) 1954 261020 Email: enquiries@cambridgemelchiorcollege.org Web: www.cambridgemelchiorcollege.org

STANDARD TERMS AND CONDITIONS

1. Introduction

- i. These Terms and Conditions are issued by Cambridge Melchior College Limited (CMC) a company incorporated in England and Wales (Company Registration Number: 08724395) whose registered office is hereinafter referred to as 'the College'.
- ii. Please ensure you read these Terms and Conditions carefully and understand them before signing your final acceptance of a place at the College. The Terms and Conditions referred to herein constitute the entire agreement between the parties and shall supersede any and all promises, representations, warranties or other statements whether written or oral made by or on behalf of one party to the other of any nature whatsoever or contained in any leaflet brochure or other document given by one party to the other concerning such subject matter. By signing these Terms and Conditions you give permission for your son/daughter to participate in outings arranged by the College.
- iii. These Terms and Conditions apply to all bookings made for courses commencing in or after October 2015 and supersede all previously published Terms and Conditions.
- iv. Variation:

No variation to these conditions is valid unless agreed in writing by the Director of Studies, provided always that the College reserves the right to make any addition, amendment or alteration to these conditions upon giving 13 weeks' or one College term's written notice of such change to all affected parents, guardians and students.

2. Application procedure

- i. An application should be submitted on the official Application form, together with a non-refundable booking fee of £50.00.
- ii. If the application is accepted, a written offer of a place will be made. To accept this offer a confirmation payment is required as follows:
 - a. For short-term courses lasting one week or more, a deposit in the amount of £200.00;
 - b. For courses lasting one or more 13-week terms (semesters), a deposit in the amount of £990.00, equalling 10% of the termly tuition fee of £9,900.00;
 - c. For two-week Easter Revision courses, a deposit in the amount of £350.00.
- iii. All payments (except for the booking fee) are refundable in the event that a student is unable to meet visa entry requirements, subject to receipt of an official visa rejection letter. No refunds will be given in the cases where fraudulent visa documents have been submitted or serious error or negligence has taken place in the visa application process.
- iv. All offers are made subject to availability. To hold your place until the fee deadline, we need to receive your confirmation payment (deposit). To secure your place, we need to receive fees as per Terms and Conditions. Non-payment by the fee deadline may put your place at risk.

3. Cancellation policy

- i. Cancellation fee:

The following charges apply for courses cancelled before arrival in the UK where a CAS has not been issued or is not required:

 - a. 8 weeks or more before the course start date: £50.00 non-refundable booking fee;
 - b. Less than 8 weeks before the course start date: Appropriate deposit amount (see "Application and confirmation payment" above).

ii. Cancellation procedure:

Cancellations must be made in writing and the period of cancellation applies only from the date on which the College receives the written notice of cancellation. No refund will be given where a student obtained a valid Visa for the intended course of study and is cancelling with no exceptional circumstances or where a Visa application was refused due to severe negligence on the student/agent's part, such as:

- a. A student submitting fraudulent documentation (as viewed by UKVI);
- b. A student failing to submit a full/correct pack of supporting documents for their visa application, including correct financial statements or originals of supporting documentation.

4. Fees

- i. All College fees should be paid no later than 8 weeks before the commencement of the relevant programme. This applies to weekly and termly courses, and to the two-week Easter Revision course.
- ii. Admission to classes is dependent on fees having been received by the College and cleared through the College's bank account. Fees may be subject to an increase a) each September, which is applicable to the subsequent academic year.
- iii. Reasonable efforts are always made to keep fees to the minimum that is consistent with the provision of a modern and efficient teaching programme. However, fee increases may become necessary from time to time in order to maintain standards and will become effective immediately they are notified to parents.
- iv. If payments become overdue, the College reserves the right to suspend or cancel tuition and /or to charge interest on the balance at the rate of 2% above the base rate of HSBC Bank per month or part thereof. Fees remain payable if Notice of Withdrawal has not been given in accordance with these conditions.

5. Provision of tuition

- i. The College reserves the right to give one term's written notice to either change or end the course if a particular academic subject is undersubscribed.
- ii. The College may give one term's written notice to either change or end a course without refund in the event of any circumstance arising or occurring which the College at its reasonable discretion deems to necessitate such action.

6. Academic criteria

- i. Students who do not perform satisfactorily in their coursework will not be entered for external public examinations by the College.
- ii. Students are accepted into the College on the strict understanding that progression through the course is conditional upon satisfactory and required attendance and successful attainment of individually assigned performance targets.
- iii. Students attending the College for less than one academic term are formally assessed at the end of their course. Students attending for an academic term or longer will be formally assessed at least twice a term. The assessment will take into consideration: course work; internal college examination results; attendance; effort in class and in homework.

7. Accident and medical insurance

- i. It is necessary for all students to be in possession of the appropriate accident and medical insurance. Students must provide proof of adequate cover prior to arrival at the College.
- ii. Students should complete the College's medical history questionnaire, including immunisation records, and bring with them any relevant medical paperwork that will assist local medical practitioners in treating them for any medical condition. Students should also keep the College informed of ongoing medical conditions such as asthma, diabetes, etc, which will also be entered on the medical questionnaire.

8. Withdrawal

- i. Once a student has arrived in the UK, a minimum of one term's notice (in writing) is required for termly students, or payment in lieu, whether or not the student continues to attend lessons. If withdrawal from the College is due to refusal of a Visa extension then less than one term's notice may be accepted (at the College's discretion) as long as full written details are provided before a course recommences. Students should be aware of the legal implications of their Visa status should they decide to leave the College before completion of their course.
- ii. Where withdrawal is due to illness, Notice of Withdrawal must be given in writing and is effective from the date it is received by the College.

9. Organisational policies

The College has policies on admissions, bullying, child protection, curriculum, discipline, health and safety, the promotion of good behaviour, sanctions in cases of bad behaviour, complaints and exclusions. These are available on request from the Director of Studies.

10. Accounting procedure

- i. Payments:
 - a. Bank charges and commission for both the sending and receiving banks should be paid by the sender of funds or they will be applied to the student's account.
 - b. Funds must be cleared through the College's bank account before students can attend classes.
- ii. Sundry charges:

Any incidental costs incurred on behalf of the student will be charged to their account; for example additional transportation charges or where airport transfer is not included, additional disbursements on College excursions, exam fees, text books where applicable and half-term accommodation and/or activities as requested.
- iii. Refunds:

Refunds will only be made to the person responsible for the fees unless written authorisation is provided to the contrary from that person. Refunds will be made within 90 days of the end of the relevant period of study. Refunds are made after calculating any damages or disbursements due, or any other incidental fees or charges.
- iv. Breakages, loss and damage:
 - a. Students are responsible for payment for any damage caused by them to College property and household property of their homestay accommodation or College room, and should take particular care to respect furniture.
 - b. Students in College accommodation will sign an inventory and laundry form for their room upon arrival and departure. Occupants of rooms are jointly and severally liable for the proper care of the room and the College reserves the right to recover costs for damage or exceptional cleaning from the student.

11. Accommodation

- i. Accommodation charges:
 - a. The College fees include charges to cover the support and service to students in homestay and College accommodation.
 - b. College homestay families are instructed not to accept any payment directly or indirectly from any student. Similarly, students outside the College's accommodation provision are prohibited from entering into any private arrangement for accommodation with a College homestay family. Students who break this rule render themselves subject to College discipline and charges will be levied to the student's account on the basis that the student had been in College accommodation for the relevant period.

- ii. Accommodation type:
 - a. Students will be placed either in College residential accommodation or with Homestay families.
 - b. Upon application for a place at the College, students are asked to indicate their accommodation choice. There will be some flexibility on the part of the College to place students according to preference.
 - c. While the College will use its reasonable endeavours to provide the accommodation requested, the College is not bound to provide a specific type of accommodation and, if necessary, the alternative type of accommodation will be provided.
 - d. If a student misses their course start date, the College reserves the right to change their accommodation choice according to availability.
 - e. Once the deposit is paid requested accommodation, if available, is reserved. If a term's fees are not paid 8 weeks before the period of study commences, reserved accommodation will be released to other students.
 - f. Students are not permitted to reside in private accommodation while enrolled at the College.
- iii. Change of accommodation:
 - a. No change to the allocated type of accommodation may be made without the written permission of the Director of Studies. This permission will only be given in exceptional circumstances.
 - b. It is not normally permitted to move between host families. However, in exceptional circumstances a move may be requested in writing no less than two weeks before the proposed date of the move by a student's parents or guardian and approved by the Director of Studies in order for an alternative family to be allocated. A change of host family will be entirely subject to the availability of a suitable alternative.
- iv. Vacation accommodation:

This may be available to students studying at the College for two or more terms who have requested accommodation during vacations at the time of booking. Vacation accommodation in homestay families and in College rooms is subject to availability at the time of request.

12. Airport transfer

- i. Students studying at the College for a period of four weeks or longer will be entitled to return airport transfer from Heathrow, Gatwick, London City, Luton or Stansted at no additional cost.
- ii. Students studying at the College for a period of 1-3 weeks must pay for their own transfers but the College will undertake to make the appropriate arrangements upon request.

13. Personal property

Any loss or damage to personal property which may occur while the student is living with a homestay family or at the College is the sole responsibility of the student concerned.

14. Privacy

- i. Publicity:
 - a. Parents or guardians will be sent a form to sign if they wish to give permission for images, videos and/or sound recordings of their son/daughter to be used for promotional purposes, and for their son/daughter to be identified in the College's publicity.
 - b. The College reserves the right to publish anonymous exam results and other academic achievements without identifying those students involved.
- ii. Data protection:
 - a. Any information provided to the College may be held on computer databases and used by the College in accordance with UK Data Protection law.

- b. Information provided to the College is held and processed for the purpose of administering student applications. This information may be carried forward to a student's official record, which holds data in electronic and paper form on students' personal details, academic and administrative history and on relevant financial transactions.
 - c. Some information will also be processed for the purpose of managing the College's relationship with students as alumni.
 - d. Throughout, students' personal data will be held in accordance with current UK data protection law.
- iii. Communication:
- Students will supply the College with personal email addresses and mobile telephone numbers prior to arrival, in order that communication, to include transmission of student reports, may be maintained at all times. Students are required to advise the College of changes as they occur. These are mandatory requirements of the UK Visa authorities.
- iv. UK government bodies:
- The College is obliged to report upon request Visa status, attendance records and UK contact details to relevant UK government bodies.

15. Acceptance and indemnity

Acceptance by the student, and also by his/her parent or legal guardian if the student is under eighteen years of age, of a place to study at the College indicates that the student:

- i. Gives permission for the administration of first aid and appropriate non-prescription medication, and undertakes to seek medical, dental or optical treatment as and when required; also to have given full details of any medicines currently being taken or any ongoing medical condition;
- ii. Agrees to the following indemnity:

'In consideration of the Director of Studies agreeing to make arrangements for and to authorise members of the staff of the College to take the student from time to time on expeditions outside the premises of the College, students/parents/legal guardians hereby undertake to indemnify the Director of Studies and such members of the staff against:

- a. any claims, damages or costs which they or any of them may be or become liable to pay in consequence of any injury or damage to or illness of the student occurring during or as a result of any of the said expeditions,
- b. any claims by any third party which may be made against them or any of them in consequence of any act or default of the student during or as a result of any of the said expeditions,
- c. any other costs and expenses reasonably incurred by them or any of them on behalf of the student during or as a result of any of the said expeditions,

provided that the indemnity herein shall not extend to any claims, damages, costs or expenses in respect of and to the extent to which the College and member(s) of the staff or any of them shall be entitled to be indemnified under any policy of insurance.'

Without this indemnity, the student may not take part in an expedition organised by the College.

16. Liability

Any reference in these terms to liability of students shall also infer liability on the parents or guardian of the student, and such liability is joint and several.

17. Jurisdiction

These terms and conditions and any disputes arising from contracts or agreements with the College shall be governed by and construed in accordance with English Law under the nonexclusive jurisdiction of the English Courts.