

# Terms and Conditions for Pre-Sessional English Programmes at the University of Essex International College

Version 1.1 (January 2021)

## Introduction

The following terms and conditions and the Offer E-mail, (together the “**Terms and Conditions**”), set out the contractual relationship between Kaplan Essex Limited (Kaplan) and its students in relation to Pre-sessional English (PSE) Programmes.

It has been agreed that Kaplan will deliver PSE provision on behalf of the University of Essex (the University) from the University’s Colchester and Southend Campuses. The University will process the PSE applications, produce Offer E-mails, assign Confirmation of Acceptance for Studies (CAS) reference numbers and receive PSE tuition fee payments on behalf of Kaplan. The University will also create University student records for the PSE students for the purposes of services provision (e.g. IT access, Library access).

Students should ensure that they read the Terms and Conditions carefully before accepting an offer for the PSE course, paying particular note to the requirement to abide by a) all College regulations and policies and b) all relevant University regulations and policies (see section 6.2.1).

These Terms and Conditions also include information about the 14 day right to cancel and the circumstances where refunds can be issued. Please see section 4 of this document.

From 1 January 2021, the majority of non-UK students studying a PSE programme provided by Kaplan will need to have a student visa to study in the UK, in line with current UK Visa and Immigration (UKVI) guidelines found at: <https://www.gov.uk/student-visa>.

In order to be eligible to apply for a Student Visa, a Student must hold an offer of a place on a PSE Programme and be in possession of a CAS reference number, which will be issued by the University.

## Complaints:

### University’s Complaints Policy for Applicants:

Complaints can only be made in relation to a procedural irregularity in the University’s PSE admissions processes, procedures or policies. Further details of the University’s Complaints Procedure for Applicants can be found at [www.essex.ac.uk/undergraduate/applying-to-essex](http://www.essex.ac.uk/undergraduate/applying-to-essex)

### College Complaints Policy

If a Student wishes to complain about the delivery or quality of any matters relating to the Programme, the Student should refer to the Complaints Policy which is available from the College or at the following link: [www.kaplanpathways.com/about/complaints](http://www.kaplanpathways.com/about/complaints).

## 1. Definitions

“**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 the University to study on the Programme;

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

“**College**” means the University of Essex International College (a Kaplan International Pathways college);

“**Destination University Course**” means the University of Essex course that the Student intends to progress to upon completion successful completion of the Programme.

“**Financial Guarantee**” means a formal written confirmation from a Sponsor (e.g. a Government sponsor) recognised by the University that they will be responsible for part or full payment of any Tuition Fees and/or Other Fees;

“**GBP**” means Great British pounds;

“**Kaplan**” means Kaplan Essex Limited;

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

“**Offer E-mail**” means the letter sent to the Student by the University offering the Student a place on the Programme, setting out any relevant conditions to the Offer;

“**Other Fees**” means any fees that are not Tuition Fees such as book fees or Airport Transfer Service fees;

“**Programme**” means the Pre-Sessional English programme at the University of Essex International College;

“**Refund Fee**” has the meaning given to it in section 4.2.1;

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

“**Sponsor**” means an individual or organisation (e.g. a Government sponsor) that is responsible for the payment of any or all of the 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 (e.g. a Government sponsor) for payment of Tuition and/or Other Fees;

“**Term**” means a fixed period of time, as determined by the College, during which the College holds classes;

“**Tuition Fees**” means a sum specified in the Offer E-mail, payable by the Student or Sponsor to cover tuition, course materials, access to College facilities, enrolment procedures and orientation meetings, use of Information Technology facilities, exam sitting and a Kaplan award on successful completion of the Programme;

“**Tuition Fee Deposit**” means the sum specified in the Offer E-mail (£250), payable by Students towards the Tuition Fees to secure a place on the PSE Programme, which will be non-refundable except for in specific circumstances as outlined in sections:

- 4.1.1: Right to cancel
- 4.1.3: Visa refusals and
- 4.1.4: Extenuating circumstances before enrolment.

(In line with Student Visa regulations, Sponsored Students who hold a Financial Guarantee from a Sponsor are not required to make a Tuition Fee Deposit payment.)

“**University**” means the University of Essex.

## 2. **Accepting the offer**

2.1 Applicants should complete and submit the PSE application form which can be found on their myEssex applicant portal, or by completing the PDF application form which can be obtained by emailing [pse@essex.ac.uk](mailto:pse@essex.ac.uk), . Details about the PSE Programme, information on how to apply and contact details can be found at <https://www.essex.ac.uk/international/pre-sessional>. The University, on behalf of Kaplan, reserves the right to accept or reject any PSE application. An application would only normally be rejected if the applicant did not meet the relevant English Language or academic requirements. Complaints can only be made in relation to a procedural irregularity in the University’s PSE admissions processes, procedures or policies. Further details of the University’s Complaints Procedure for Applicants can be found at [www.essex.ac.uk/undergraduate/applying-to-essex](http://www.essex.ac.uk/undergraduate/applying-to-essex).

2.2 **Offer:** If the application to the PSE programme is successful, the applicant will receive an offer contained in an Offer letter from the University, on behalf of Kaplan. The email will direct applicants to these Terms and Conditions, and provide details of how to accept the offer.

2.3 **Accepting the offer:** To accept the offer, applicants must pay the Tuition Fee Deposit (as outlined in the offer e-mail) or submit a financial guarantee which relates to Tuition Fees and exceeds the amount of the Tuition fee deposit included in the offer letter. Once a Student has accepted their offer, a legally binding contract incorporating these terms and conditions will come into existence between the applicant and Kaplan, which remains dependent on the applicant meeting all immigration requirements (if they require a visa to study in the UK).

2.4 Details of immigration responsibilities can be found on the UK Visas and Immigration website at <https://www.gov.uk/student-visa>.

### **3. Payment of Fees**

#### **3.1 Payment terms**

- 3.1.1 As outlined in Section 2.3 above, Students shall pay a Tuition Fee Deposit to accept the Offer unless they submit a Financial Guarantee (see 3.1.3 below). The University collects the Tuition Fee Deposit on behalf of Kaplan. Instructions on how to pay the Tuition Fee Deposit will be sent to the Student by email. Such payments shall be made by online payment or bank transfer only. Cash payments are not accepted.
- 3.1.2 Students shall pay the Tuition Fees to the University in full prior to the date on which the Student enrolls on the Programme. The University collects Tuition Fees on behalf of Kaplan. Such payments shall be made by online payment or bank transfer only. Cash payments are not accepted. For online payments, bank or merchant fees are included in the amount charged. Any Tuition Fee Deposit already paid by the Student shall be deducted from such payment.
- 3.1.3 Sponsored Students shall submit the Financial Guarantee covering Tuition Fees from their Sponsor prior to the date on which the student enrolls on the Programme. The Financial Guarantee must clearly state that the sponsorship covers costs of the Pre-session programme.
- 3.1.4 The University reserves the right to charge VAT on Tuition Fees where necessary following a change in law or regulation.

#### **3.2 Outstanding fees**

Students shall not be permitted to join the PSE Programme if any Tuition Fees are outstanding after the last date for enrolment on to the Programme has passed. The University on behalf of Kaplan reserves the right to suspend or cancel the Student's participation on the Programme and to charge interest at 3% above the Bank of England base rate per month or part thereof on the outstanding balance until such balance is paid in full. Kaplan further reserves the right to withhold any academic results or certificates if any Tuition Fees are outstanding at the end of the Programme.

#### **3.3 Insurance**

Students not ordinarily resident in the UK are obliged to maintain adequate accident, medical and travel insurance for the duration of the Programme. Students who are ordinarily resident in the UK are not required (although are recommended) to have appropriate insurance.

#### **3.4 Banking Charges**

Students or Sponsors are responsible for covering any applicable bank charges when making payments. Should the Student fail to pay any applicable charges, all such amounts shall be deducted from the Student's Tuition Fee Deposit or from the Sponsor's Tuition Fee payment.

### **4. Refunds**

#### **4.1 Refunds before enrolment**

##### **4.1.1 Right to cancel (Consumer Contracts Regulations 2013)**

- (a) The contract is made between the applicant and Kaplan once the offer has been accepted (see section 2.3 'Accepting the offer' above) and the tuition fee deposit has been paid. If you change your mind, you have the right to cancel your Contract within 14 days. The cancellation period ends 14 days after the day on which the Contract is formed (ie 14 days after the tuition fee deposit or financial guarantee have been received).
- (b) If an applicant exercises their right to cancel during this 14 day period, they can inform the University's Admissions team of the decision to cancel the contract by email at [pse@essex.ac.uk](mailto:pse@essex.ac.uk). Alternatively, they can complete a cancellation form (attached as Schedule 1 to this "PSE Terms and Conditions" document) and submit it to the University's Admissions Team by email ([pse@essex.ac.uk](mailto:pse@essex.ac.uk)).
- (c) Following notification of the request to cancel, the University's Admissions Team will arrange for the applicant to receive a full refund of all amounts already paid, including the Tuition Fee Deposit and any Other Fees, less the

cost of any services already performed by Kaplan before the end of the fourteen day period, if applicable. The University's Income Team will process the refund in line with the terms outlined in section 4.3: Payment of refunds.

#### **4.1.2 Cancellation of contract after the 14-day "cooling off" period**

- (a) If the applicant chooses to cancel the contract before enrolment but after the fourteen day "cooling off" period (see section 4.1.1) has passed, and does not enrol on either the PSE Programme or a University degree programme, then they must notify the University's Admissions Team in writing by email ([pse@essex.ac.uk](mailto:pse@essex.ac.uk)). Following receipt of the applicant's cancellation request, the University's Admissions Team will arrange for the applicant to receive a refund of all amounts already paid (Tuition Fees and Other Fees), excluding the Tuition Fee Deposit which will be retained by the University as an administrative fee (except for in the situations outlined in section 4.1.3 Visa refusals and section 4.1.4 Extenuating circumstances). The University's Income Team will process the refund in line with the terms outlined in section 4.3: Payment of refunds.
- (b) If the applicant chooses to cancel the contract before enrolment but after the fourteen day "cooling off" period (see section 4.1.1) has passed, and does not enrol on the PSE Programme but instead directly enrolls on a University degree programme, then they must notify the University's Admissions Team in writing by email ([pse@essex.ac.uk](mailto:pse@essex.ac.uk)). Following receipt of the applicant's cancellation request, the University's Admissions Team will arrange for any Tuition Fees (including the Tuition Fee Deposit) already paid by the applicant in respect of the PSE Programme to be allocated towards the fees payable in respect of the University Degree Programme.

#### **4.1.3 Visa refusals**

- (a) If the applicant is unable to meet UK visa entry requirements and has complied with sections 4.1.3(b) to (d) below, the applicant will be refunded the Tuition Fee Deposit and, if it has already been paid, the Tuition Fee. The refund will be processed in line with the terms outlined in section 4.3: Payment of refunds.
- (b) Applicants must provide an official refusal letter from the UK immigration authorities to the University's Admissions Team to obtain a refund.
- (c) All requests for refunds due to visa refusal must be submitted in writing to the University by email to [pse@essex.ac.uk](mailto:pse@essex.ac.uk) together with a copy of the visa refusal letter. Following receipt of the relevant documentation, the University's Admissions Team will arrange for the applicant to receive a full refund of all amounts already paid by them, including the Tuition Fee Deposit. The University's Income Team will process the refund in line with the terms outlined in section 4.3: Payment of refunds.
- (d) To minimize the risk of visa refusal, all applicants 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 and to seek advice from the University's immigration advisers, if required. An applicant's CAS will be issued by the University subject to the applicant meeting the necessary requirements. However, all applicants should be aware that the final decision for the grant of any visa is made by the UK Home Office.

#### **4.1.4 Extenuating circumstances before enrolment**

- (a) If there are unanticipated and exceptional circumstances (e.g., a medical condition) which prevent the applicant from arriving to enrol on the PSE Programme and the applicant has complied with section 4.1.4(b) and (c) below, the applicant will be refunded the Tuition Fee Deposit and, if it has already been paid, the Tuition Fee. The refund will be processed in line with the terms outlined in section 4.3: Payment of refunds.
- (b) Applicants must provide appropriate documentary evidence of the extenuating circumstance (e.g. medical certificate) must be submitted in order to obtain a refund.
- (c) All requests for refunds due to extenuating circumstances before enrolment must be submitted in writing to the University's Admissions Team by email to [pse@essex.ac.uk](mailto:pse@essex.ac.uk) together with a copy of the documentary evidence of the extenuating circumstance. Following receipt of the relevant documentation, the University's Admissions Team will arrange for the applicant to receive a full refund of all amounts already paid by them, including the Tuition Fee Deposit. The University's Income Team will process the refund in line with the terms outlined in section 4.3: Payment of refunds.

#### **4.1.5 Refunds if Kaplan was ultimately unable to deliver the PSE Programme**

Please refer to section 4.4: Refunds and Compensation – Student Protection Plan for further information.

## 4.2 Refunds after enrolment

### 4.2.1 General information

- (a) Once the Student has enrolled on the Programme, Tuition Fees and Other Fees are all non-refundable, except for in the circumstances outlined in section 4.2.2 and section 4.2.3 below.
- (b) Where a request for a refund after enrolment has been approved by the College, a fee of GBP 250 (“**Refund Fee**”) shall be withheld from any refunds in excess of GBP 750, with the exception of refunds made in accordance with section 4.4: Refunds and Compensation. The Refund Fee reflects the cost of processing the refund.

### 4.2.2 Refunds if Kaplan was ultimately unable to deliver the PSE Programme

Please refer to section 4.4: Refunds and Compensation – Student Protection Plan for further information.

### 4.2.3 Refunds where the Student returns to their home country due to extenuating circumstances

- (a) All requests for refunds due to extenuating circumstances after enrolment must be submitted in writing to the College by email to [UEICcollegeservices@kaplan.com](mailto:UEICcollegeservices@kaplan.com) together with documentary evidence (e.g. a medical certificate) of the Student’s extenuating circumstance and a copy of the Student’s passport or other document proving their return to their home country.
- (b) If the refund request has been approved by the College, the College will calculate the refund amount on a pro rata basis for any remaining weeks of the course that have not been undertaken, less the Refund Fee (GBP 250). The College will then notify the University’s Income Team that they have authorised a Tuition Fee refund for the Student and will confirm the total amount to be refunded. The University’s Income Team will then process the refund payment in line with the terms outlined in section 4.3: Payment of refunds.

### 4.2.4 Refunds requests which fall outside of the permitted reasons outlined in sections 4.2.2 and 4.2.3

- (a) All requests for refunds relating to Tuition Fees or Other Fees, after enrolment, which are not subject to the provisions of sections 4.2.2 and 4.2.3 above, shall be considered at the College’s discretion. All such requests should be submitted to the College in writing by email to [UEICcollegeservices@kaplan.com](mailto:UEICcollegeservices@kaplan.com), attaching the prescribed “refund request form” which is available upon request from the College.
- (b) If the refund request has been approved by the College, the College will calculate the refund amount on a pro rata basis for any remaining weeks of the course that have not been undertaken, less the Refund Fee (GBP 250). The College will then notify the University’s Income Team that they have authorised a Tuition Fee refund for the Student and will confirm the total amount to be refunded. The University’s Income Team will then process the refund payment in line with the terms outlined in section 4.3: Payment of refunds.
- (c) Refund requests must be submitted to the College within three calendar months from the Student’s date of leaving the College. Any requests received at a later date may not be considered.

## 4.3 Payment of refunds

### 4.3.1 General

- (a) Refund payments will be made as soon as possible following the approval of the refund request by the University’s Admissions Team (for refunds pre-enrolment) or the College (for refunds post-enrolment). Normally, a refund will be processed within four weeks. However, exact times may vary depending on the reason for the requested refund and the method by which original payment was made. The total amount to be refunded will depend on the nature of the refund request as outlined in section 4.1: Payment of refunds before enrolment and section 4.2: Payment of refunds after enrolment.
- (b) Refunds shall be processed in GBP to the originating bank account that the Student or the person paying on the Student’s behalf (e.g. Sponsor) used to make their original payment. The University will not issue a refund to any person other than the original payer.

#### **4.4 Refunds and Compensation – Student Protection Plan**

- 4.4.1 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](http://www.kaplanpathways.com/how-to-apply/uk-universities/student-protection-plan).
- 4.4.2 This section 4.4 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 a Programme or for a Student who has accepted a place on a Programme but is yet to enrol.
- 4.4.3 If Kaplan plans to withdraw a Programme or is forced to terminate a Programme due to unexpected circumstances, Kaplan will consult with any affected Student and will as a minimum:
- (a) 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
  - (b) Put in place a compensation plan relevant to the circumstances of the particular withdrawal or termination which will include provision for refunds of applicable fees and / or compensation in respect of additional costs reasonably incurred by the Student.
- 4.4.4 The compensation plan referred to in clause 4.4.3(b) 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:
- (a) Refunds of Tuition Fees (including the Tuition Fee Deposit) and Other Fees;
  - (b) Refunds of any appropriate losses incurred in relation to accommodation or maintenance costs (depending on the student's individual circumstances);
  - (c) Compensation for additional travel costs incurred by a Student affected by a change in location of the Programme;
  - (d) In exceptional circumstances, compensation may also be paid for additional tuition costs incurred by a Student transferring to another programme or for lost time.

#### **5. Withdrawal from the programme**

- 5.1 In the event that the Student withdraws from the 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. The College will then:
- 5.1.1 Immediately notify the University's International Services Team of the student's withdrawal so that they can notify the UK Home Office (see Section 5.3).
  - 5.1.2 Notify the University's Partnerships Team and Student Records Team of the student's withdrawal so that the student's University student account can be closed down; and
  - 5.1.3 Notify the University's Admissions Team of the student's withdrawal so they can process the student's application for a University degree programme accordingly.
- 5.2 In the event that the Student withdraws from the Programme, the Student is no longer eligible to receive a Kaplan certificate of completion.
- 5.3 In respect of Students that require a visa to study in the UK, the University shall notify the UK Home Office in the event that the Student withdraws or transfers from the Programme. The report must be made to the UK Home Office within 10 days of the change to the student's status.



## 6. Regulations, policies and procedures

### 6.1 Immigration Law

Applicants are responsible for ensuring they fully comply with the immigration laws of the United Kingdom (UK) when entering the UK for a Programme of study. In addition, as the University sponsors PSE Students, a Student that requires a visa to study in the UK is also responsible for adhering to the University's General Regulations 7.22 to 7.30 regarding supporting the University in its obligations as a Student Visa sponsor as well as maintaining their own immigration status.

### 6.2 College and University policies and regulations

6.2.1 The Student shall abide by all policies and regulations governing the College and all applicable policies and regulations governing the University including but not limited to, Kaplan's "Electronic Device Student User Agreement" and "Behaviour" and "Accommodation" policies and standards and the University's "IT Acceptable Use Policy," "Library Regulations" and relevant sections of the "General Regulations". (International Students should pay particular regard to the University's General Regulations 7.22 to 7.30 – see section 2.3.) All such policies and regulations are made available to the Student at enrolment or earlier upon request to the College or the University. The Student will formally agree to abide by all College and relevant University policies and regulations at the time of registration, via acceptance of the statement, outlining the requirement to adhere to College and relevant University policies and regulations, within the PSE Registration Form.

6.2.2 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](http://www.kaplanpathways.com/feedback).

### 6.3 Attendance and absence

6.3.1 The Student shall be expected to attend all classes relating to the Programme. Consequences of non-attendance can result in any disciplinary action including Kaplan and/or the College terminating the Student's enrolment in the Programme as detailed in the attendance policy of the College made available at enrolment or earlier upon request to the College.

6.3.2 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.

6.3.3 In the event of any period of unauthorised absence from the Programme, the Student shall not be permitted any extension to complete the Programme and shall not be eligible for any refund of Tuition or Other Fees for the period of such absence.

6.3.4 Any time off taken outside of the set Programme vacation breaks shall be noted as periods of absence. Should the Student require time off in extenuating circumstances, the Student shall submit a request in writing to the College.

6.3.5 As a sponsor of students in the UK, the University is required to make a report to the Home Office if a student fails to meet the Home Office expectations as outlined in the UKVI Sponsor Guidance. In support of this compliance obligation the College will provide attendance lists of all Sponsored Students to the University's International Services team on a weekly basis. Where the College proposes to take action against a student for non-attendance the International Services Team must be notified as soon as is practicably possible.

### 6.4 Enrolment and late arrivals

6.4.1 The Student shall arrive at the College on the enrolment date detailed in the Offer E-mail.

6.4.2 A Student must have a current passport and, if required, a valid Student Visa allowing study in the UK to complete enrolment. Kaplan will check and take a copy of the Student's passport and visa at enrolment as part of the completion of the required enrolment procedures. The University's International Services Team will take additional copies of the immigration documents of students from outside the EEA in order to meet their compliance requirements under Appendix D of the Immigration Rules.

6.4.3 Should the Student wish to delay arrival or postpone the enrolment date, the Student may make such a request to the University by emailing [pse@essex.ac.uk](mailto:pse@essex.ac.uk) which shall be considered at the University's discretion in conjunction with the College.

## 6.5 Programme changes

- 6.5.1 Other than in extenuating circumstances, and at the absolute discretion of the College, or in accordance with section 4.4 (Refunds and Compensation – Student Protection Plan) above, the Student shall not have the right to change the Programme to another programme of study after having enrolled at the College. Changes to the programme of study may be requested before this time but should be made in writing to the University Admissions Team at [pse@essex.ac.uk](mailto:pse@essex.ac.uk). Consideration of such requests will be made in line with the new programme's entrance requirements and dependent upon sufficient time remaining before the commencement of the new programme.
- 6.5.2 If a student is exceptionally allowed to change to another programme of study the University's International Services Team must be consulted in advance of any change being agreed. Students must study on the course for which their CAS was issued so if a course change is agreed they may need to apply for a new Student Visa and will require specialist immigration advice as part of the process.
- 6.5.3 Kaplan and/or the College reserves the right to make minor changes to a Programme or these terms and conditions to reflect changes in relevant laws and regulatory requirements or to implement technical adjustments and improvements.

## 6.6 Academic progression

- 6.6.1 The Student shall be required to meet all academic, attendance and English language proficiency requirements set by the University, Kaplan and the College in order to progress from the Programme to the Destination University Course. Students will be made aware of these requirements upon enrolment at the College.
- 6.6.2 Kaplan may send reports regarding the academic progression, attendance and student support of undergraduate Students to their parents and / or guardian, Agent and/or Sponsor.
- 6.6.3 Those Students who do not meet the academic, attendance, English language proficiency requirements for progression from the Programme to the Destination University Course, as set by the University, Kaplan or the College or UK immigration requirements, may be removed from the Programme without eligibility for a refund or, at the University, Kaplan or the College's discretion, may be offered a place on another programme; either a Kaplan pathways programme or an alternative course at the University.
- 6.6.4 In the event that the Student is due to progress to the University following successful completion of the Programme, a failure by the Student to meet the academic, attendance and/or English language proficiency requirements for progression or a failure to be deemed credible by the University to meet UK immigration requirements shall mean the Student is unable to progress.
- 6.6.5 If the Student successfully graduates from the College and completes enrolment onto another programme at the University, these terms and conditions will cease to apply to the Student. The Student will be subject to the University's terms and conditions (as outlined in the Student Contract document) and policies applicable for that programme.
- 6.6.6 The University will carry out a tuition fee assessment for the fees which will be applicable to the Student after they progress to the University. The outcome of any final assessment of the applicable University tuition fees may differ from any initial assessment due to changes in a Student's circumstances or changes in the evidence provided by the Student in support of the University fees assessment.

## 6.7 Students under the age of 18

Students aged sixteen or seventeen years on the date of College enrolment are required to live in accommodation approved by either Kaplan or a parent or legal guardian based in the UK; provide custodianship documents; and use the Airport Transfer Service.

## 6.8 Health declaration

- 6.8.1 Students are required to disclose on their application for their intended Destination University Course any disability, mental health condition, impairment or long-term health 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 duration of their studies on the Programme and on their Destination University Course. The University's Admissions Team will notify the College of any Students who have disclosed any disability, mental health condition, impairment or long-term health condition. This information will not be used by Kaplan to make an admissions decision. It will only be used to inform



decision-making in cases where it was necessary to implement reasonable adjustments to support the Student in their studies on the Programme at the College.

- 6.8.2 Kaplan or the University reserves the right to reject an application or terminate the Student's enrolment in the 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 adjustments, in the opinion of the College or University, the Student's physical or mental condition makes the Student unable or unlikely to complete their programme successfully. Such decisions would be made in line with Kaplan's "Disability Policy" and the Equality Act 2010.

## 6.9 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 University policy, has their academic attendance fall below the requirements of the UK Home Office or fails to pay an amount that he or she is directly or indirectly liable to pay the University in order to undertake the Programme, may have their studies terminated or suspended. No refund will be given in these circumstances and if the Student is sponsored by the University, the University will inform the UK Home Office that it has terminated or suspended the Student's enrolment on the Programme.

## 7. Liability

- 7.1 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 or the University during the application process.
- 7.2 Nothing in this agreement shall limit Kaplan's liability in respect of fraud, death or personal injury resulting from Kaplan's negligence.
- 7.3 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.

## 8. Personal Information

Students should consult Kaplan's Privacy Policy at [www.kaplanpathways.com/privacy/](http://www.kaplanpathways.com/privacy/) and the University's Privacy Policy at <https://www.essex.ac.uk/student/my-essex/privacy-notice-students> for information on how Kaplan processes a Student's personal data.

## 9. Governing law and jurisdiction

These terms are governed by the law of England and you can bring proceedings in the English courts.

## 10. 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**

You can cancel your contract (in accordance with these Terms and Conditions) by emailing: [pse@essex.ac.uk](mailto:pse@essex.ac.uk).

I hereby give notice that I cancel my contract for the supply of the following service:

**Programme title:** .....

**Name of student:** .....

**Address of student:** .....

.....

**Signature of student:** .....

*(Only if this form is notified on paper)*

**Date:** .....