



## Terms and Conditions for the Acceptance of Individual Enrolments

The following terms and conditions apply to individuals enrolling on the College's open-enrolment courses. Group courses have special terms and conditions which are set out in the agreement with the course organiser.

### Payment

1. Enrolments are confirmed by payment of a £400 non-refundable deposit (except for visa refusal cases. Please see point 16). This sum will be credited towards payment of the College's registration and tuition fees. The registration fee is £95.
2. Full payment for your course must be made at least 4 weeks before the course begins.
3. Payment by instalments may be arranged by request for courses longer than 12 weeks. Each instalment is for a 12-week period and must be paid 6 weeks in advance. This will be explained on your invoice.

### Visas

4. Students needing a visa can only enrol at the College with a suitable UK visa for study. Please contact your nearest British embassy or consulate for further information. We advise students to allow plenty of time for the visa application to be processed.
5. It is the student's responsibility to have the correct visa, and to abide by the conditions of their leave to remain in the UK, which may include police registration, work restrictions and class attendance. The College reserves the right to terminate a student's enrolment, without refund or compensation, if they do not comply with visa regulations.
6. While the College **cannot provide official guidance**, staff can assist students with their visa application and direct them to UK government guidelines ([see our website for more information](#)). **The College is not liable for any errors which occur during the application process.**

### Courses and Attendance

7. The College does not accept complete beginners (unless agreed with the College as part of a closed group or on a one-to-one course). If you are a beginner, but tell us that you are above this level, the College reserves the right to cancel or change your course. Please note, if individual lessons prove necessary, the one-to-one course fee will be charged.
8. The minimum age on our open-enrolment courses is 16 years, except for our teacher development open-enrolment courses, where the minimum age is 18 years of age. Age ranges on other courses are subject to suitability.
9. Changes in type of course booked are possible, but the College reserves the right to charge an administration fee of £25 for each change.
10. Student attendance is monitored daily by the College. The College may have a responsibility to report absences of students on visas to British Government agencies, and when requested, to others such as sponsors, companies, parents and educational institutions.

### Delayed Course Start

11. Courses can be delayed once, up to one week prior to the arrival date. However, you will be charged for one week's homestay accommodation, and you may also be charged an administration fee of £25.

### Cancellations, Holidays and Refunds Policy

12. The College reserves the right to alter or cancel a course. If no alternative arrangements can be made, or if the alternative arrangement is unacceptable to the student/group, and
  - a. the course has not started, the fees paid will be refunded.
  - b. if the course has started, the fees for the remaining period will be refunded.Once a refund of fees has been given, Hilderstone College shall have no further liability.
13. If you or the student wishes to cancel an enrolment, before or during a course, **four weeks' notice** is required for refunds on tuition fees and homestay accommodation fees. A cancellation fee of up to 4 weeks' tuition and up to 4 weeks' homestay accommodation will be payable. The College withholds the right to charge an additional administration fee of £100. The balance of tuition and homestay accommodation fees already paid will be refunded.
14. A cancellation request can only be accepted in written form – by email or letter. The calculation for possible refunds will be taken from the date of receipt of the written request, and paid within 4 (four) weeks of that date.

15. If there is a delay with your visa application, you must give us two weeks' notice for the College to amend your enrolment dates without additional charges.
16. If a visa is refused, upon receipt of a visa refusal letter, the tuition fees will either be
  - a) refunded, less an administration charge of £25, or
  - b) credited to the fees of a later booking at no additional cost.
 A two-week notice period for cancelling accommodation will apply.
17. If a student cancels his/her course because of a visa refusal, refunds will be paid within 4 (four) weeks of the date Hilderstone College receives the visa rejection letter.
18. In cases of pandemic, terrorism or closure of air space, the College will look sympathetically at the individual circumstances and may issue a credit or refund for part or full course fees, and help the students rebook their course at a later date if requested. In these circumstances, the College will not charge a cancellation fee, but a one-week notice period for cancelling accommodation will apply.
19. Refunds are only made for full weeks' tuition and/or accommodation (Sunday–Saturday). No refunds are made for periods shorter than one week.
20. There is no refund for public holidays (when there are no classes). A cultural excursion or an activity is arranged for students on these days free of charge.
21. Where an individual student travelling as part of a group chooses to cancel a course, or for the cancellation of a complete group, the College will apply the terms and conditions of booking stated in the group quotation.
22. Students enrolling for at least 12 weeks can book 1 week of holiday per every 12 weeks of tuition. A 4-week notice period is required to credit or refund tuition fees. Please see point 27 for homestay accommodation charges.
23. Students are advised to purchase adequate insurance for cancellation costs not covered by the College's refunds policy.

#### Accommodation and Welfare

24. The provision of homestay, or any other accommodation, is not guaranteed by the College. At times, such as late enrolments, at peak periods, when all homestay accommodation may already be taken, or if the College feels a student is not suited to homestay, it will provide the student with information about the alternative accommodation possibilities available. A refund for accommodation fees paid will be made when the College is not able to arrange homestay accommodation.
25. Homestay accommodation should be booked from Sunday to Saturday. An extra charge of £40 per night per person for up to two nights will apply if you arrive on Saturday (or earlier), or depart after the Sunday. For more than two nights a full week's homestay fee is charged.
26. Students enrolled on a course before and after the Christmas break may stay in homestay accommodation over the period when the College is closed. For this there is a homestay supplement of £60 per week.
27. Students travelling during the Christmas period, or during an agreed holiday, but wishing to reserve the same homestay accommodation and/or store their belongings with the homestay, are charged half the normal weekly homestay rate. Students taking a holiday for longer than two weeks may be asked to vacate the room, although their belongings will be stored. A 4-week notice period is required to credit or refund accommodation fees.
28. Holidays taken for less than a full week will not be refunded. Students who depart or return from a holiday mid-week will be charged for a full week.
29. The College cannot guarantee a stay with one homestay host throughout the whole period of enrolment. Where the student requests a change of homestay, and the College agrees to make the change, a £25 administration fee is charged. If the homestay host cannot be given one week's notice, compensation of one week's accommodation will be paid by the student.
30. For arrivals to homestay between 22:30 and 0:00 there is a disruption charge of £25. This **must** be agreed with the College in advance and before finalising any travel arrangements. Hosts cannot accept students between 00:00 and 08:00. If you are arriving in Broadstairs late, please make alternative arrangements to stay in a hotel.
31. Students are asked to plan their departure between 08.00 and 12.00. A charge of £25 is made for departures before 06.30.
32. Please note on your enrolment form any medical condition, allergy, dietary or general requirements you have. Although we take into consideration these requirements, we cannot guarantee the availability of homestay accommodation to meet all requests. When homestay hosts are able to meet special requests, but at additional cost and preparation time to themselves, we reserve the right to make a supplementary charge of £30 per week to cover the costs of special dietary requirements, for example lactose intolerant, gluten-free, vegetarian and vegan diets.
33. Although homestay hosts can provide for a non-pork diet, they do not usually provide for Halal diets. Please ask a member of our welfare staff for advice. Non-pork and/or other diets may also incur a supplementary charge of £30 per week.
34. If you have a medical condition for which you require a prescription, please bring a letter from your doctor, translated into English. Without this you will not be able to be prescribed medicine in the UK.

### Insurance and Liability

35. The College strongly recommends that students arrange suitable insurance at the time of booking. This should include cover for all aspects of their stay, including course cancellation and postponement, travel (including flight delays, or reorganising flights) and medical cover (including expenses incurred through an illness or accident). Check your policy for exclusions related to COVID-19. The College will not be responsible for resolving any issues that arise from a lack of insurance cover on the part of the student. If you wish, the College can assist with arranging [insurance cover](#).
36. The College has full public liability insurance but accepts no responsibility for injury or the loss or damage of personal property on the College premises or at any venue or location, including transportation or homestay accommodation, used by the College.
37. The College is not liable for any failure to fulfil its duties in the case of Force Majeure. As such, where the College fails to perform its obligations as a result of Acts of God (including fire, flood, earthquake, storm, hurricane, infectious diseases or pandemics or other natural disaster that are beyond the reasonable control of the parties), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity, the College cannot be held liable or accountable.
38. If the College asserts Force Majeure as a reason for failure to perform its obligations, the College must provide evidence that it took all reasonable steps to minimise delay or damages caused by foreseeable events, all non-excused obligations were fulfilled and that the other party (student, ETO etc.) had been notified of the possibility or actual occurrence of the event in reasonable time.
39. In the event of an outbreak of infectious disease, all students and/or parents/guardians are required to comply with rules regarding quarantine as set by government agencies or by the College. Please see our [policy on international epidemic of an infectious disease](#).

### Welfare for Students under the Age of 18

40. Parents/guardians must complete and sign the College's [Consent to Study and Travel form](#), and ensure that it is returned to the College before the student travels to the UK.
41. If, for any reason, the College does not receive this form, it will be assumed that the general rules and conditions outlined in the form have not been accepted by the parent/guardian of the student.

### Policy on Disruption to International Travel

42. In the event of travel delays and/or subsequent course cancellation or postponement, please refer to point 18.
43. In all cases, the College asks that students and ETOs keep in regular contact with the College before and/or during the journey, especially when it is likely that external conditions will affect a student's travel. These situations are usually fast-changing, and it is imperative that the College is kept informed of any changes to the expected arrival time, so we can inform our transfer company and the homestay host. The College's travel phone number is +44 07733 371 654. Alternatively, the College 24-hour emergency number (+44 7767 367789) can be called if vital information needs to be communicated. Please only contact this number with important information, as it is vital that the phone is kept free for genuine emergency situations.
44. Although it is not the liability or responsibility of the College, if there are last minute changes to a student's arrival or departure plans the College will assist in extending their accommodation, or finding alternative accommodation, when possible. Where it is possible to extend homestay placement our published fees apply. We have a special obligation for the welfare of students under the age of 18. The College will offer all assistance in helping such students to investigate and book alternative ways of getting home.

### General

45. Students are expected to abide by all [the College's policies and procedures](#), which are published on our website. The College reserves the right to ultimately exclude a student in the case of serious misconduct. No refund will be offered where a student has been dismissed for misconduct. Students have a full right of appeal through English UK and the British Council if dissatisfied.
46. Students must bring their passport and boarding card to the College on their first day.
47. All data provided by the Organisation will be processed in compliance with the General Data Protection Regulation and (UK) Data Protection Act 2018. Please see the College's [Privacy Policy](#) for details.
48. Hilderstone College will ask for the consent of students applying to study before disclosing part or all of their data held by the College to appropriate bodies, such as homestay hosts, UK government bodies and inspection bodies, as required by the Data Protection Act.
49. The College sometimes takes photos or makes videos for promotional use, through its brochure, website and social media feeds. These images have no contractual value. The College will ask you for your consent in writing before using any images in this way. If you have given such consent, you can withdraw it at any time by telling us, writing to the College, or by [email](#).
50. A replacement certificate can be produced on payment of an administration charge of £20. Due to GDPR, data is only kept for 5 (five) years. A request for a certificate beyond five years cannot be guaranteed.

51. The language of any dispute will be based on the English language, whether it is the website, a policy document, personal communication or any other official document, and not any translation – whether official or not.
52. The website is the most up-to-date information and can vary from the brochure as courses develop.
53. The College reserves the right to amend its terms and conditions. The revision date is always noted at the end of the document. The most up-to-date Terms and Conditions for the Acceptance of Individual Enrolments are available [here](#).
54. Specific Terms and Conditions apply to our Online Lessons. Please note that the Terms and Conditions for Online Lessons only refer to online lessons and no other form of Hilderstone service.

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