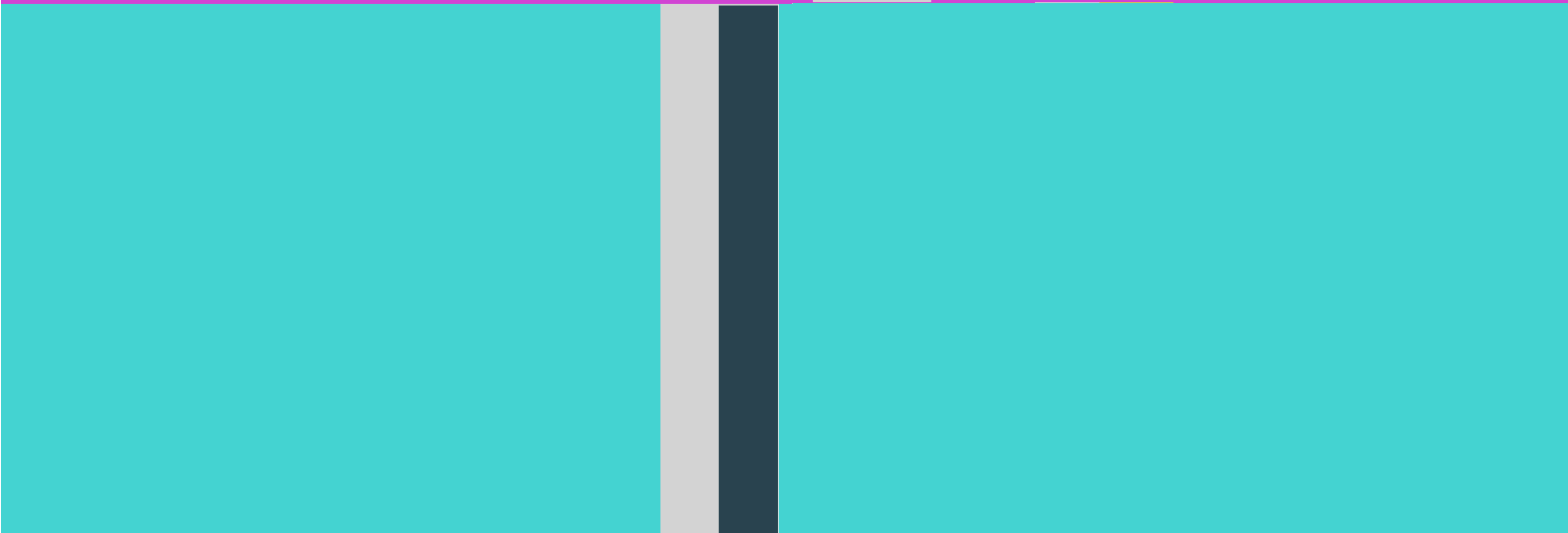


2024-25





- the pack of information we send confirming our offer of a place at the College for the Student, which includes details of the College's fees and the Acceptance Form.

- any holder of parental responsibility<sup>1</sup> for a child or young person (e.g. under the age of 18) who is a Student.

- the separate terms and conditions upon which College accommodation is provided to an Over 18 Student. Students who are under the age of 18 must live in College accommodation (except as outlined in clause 16.1), which is provided under these Terms and Conditions.

- each person who has signed the Acceptance Form, as further described in clause 4 below.

- the person who is admitted to study at the College.

- a student who is under the age of 18 on the first day of the course to which the Contract refers.

- a student who is over the age of 18 on the first day of the course to which the Contract refers.

- a student who is under 18 at a particular time.

- these terms and conditions which we may update from time to time as we have explained in clause 26.

or - written notice given to us not later than the first day of the term or semester before the term or semester to which the notice relates.







the Student does not arrive by the agreed late arrival date. In such cases the College's cancellation and withdrawal policies will apply.

No fee reduction or refund will apply if the Student arrives after the course start date.

A summary of tuition refund criteria is available at [www.csvpa.com/refunds](http://www.csvpa.com/refunds). Please note that Accommodation cancellation is not included and the terms and conditions below apply). Any refund due will only be returned to the original fee payer and by the original payment method. All refunds will be processed in line with applicable laws and legal restrictions.

Written cancellation must be given to the College (on our behalf) by email to the Admissions Department ([admissions@csvpa.com](mailto:admissions@csvpa.com))

The following consequences shall then apply, depending on when written notice of cancellation is received by the Admissions Department:

more than fourteen (14) days before the first day of term (except where you change your mind within our fourteen (14) day cooling-off period - see below) - the deposit and registration fee are forfeited and will not be refunded if the Student does not take up his or her place at the College.

less than fourteen (14) days before the first day of term / semester (or where no notice is provided at all) - the deposit and registration fee are forfeited and will not be refunded if the Student does not take up his or her place at the College) plus one full term's (or semester's) applicable fees in lieu of notice and, if applicable, the full year of Accommodation fees, which will be payable and will become due and owing to the us as a debt.

When a Student's start date is deferred and then their place is subsequently cancelled, this will be considered as less than fourteen (14) days' notice.

If cancellation is due to a visa refusal, please refer to [www.csvpa.com/refunds](http://www.csvpa.com/refunds). Full written details including evidence of refusal will be required as a condition of such refund.

Under UK consumer law the Signatory has the right to change their mind within fourteen (14) days of original enrolment (the "cooling off period"), starting from the day after we receive payment of the deposit and registration fee. In this event, fees paid will be refunded, net of bank charges. The signatory must make a statement of cancellation to the College (on our behalf) in writing, either to the Admissions Team ([admissions@csvpa.com](mailto:admissions@csvpa.com)), or using the cancellation form available at [csvpa.com/contact](http://csvpa.com/contact). If the Student has started the course and/or started occupying the Accommodation, with less than f

Once a Student has arrived, one full term's (or semester's, where relevant) notice is required for any withdrawal (other than at the end of the course of study in which the Student is enrolled). If a term's (or semester's) notice is provided, we will not charge fees in lieu of notice for tuition.

However, it is not possible to withdraw from Accommodation mid-year and therefore full Accommodation fees will be due for the remainder of the current academic year (or the following academic year if notice is not given prior to the 30th June). The limited exception to this is where the College actually fills the specific vacancy in the Accommodation created by the Student's withdrawal, in which case the amount of Accommodation Fees due will be amended to reflect the College's administrative costs or a reasonable estimate of those costs plus pro-rata Accommodation Fees for any period when the allocated Accommodation was vacant.

If the Student wishes to change the accommodation type (for example, from shared to single, or catered to self-catered) you must either give a term's notice or pay us the difference between the fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given.

If the College (on our behalf) does not receive a full term's (or semester's, where relevant) notice (or no notice is received at all), one term's fees in lieu of notice (or semester, where relevant) will be charged and, if applicable, Accommodation fees until the end of the then-current academic year (or the following academic year if notice is not given as specified in clause 2 for that next academic year). Fees in lieu of notice will become payable to us as a debt on the first day of the term (or semester) that would have been the final term (or semester) if correct notice had been given.

Notices must be sent to the College (on our behalf) by email to the Rector of the College via Student Services at [studentservices@csvpa.com](mailto:studentservices@csvpa.com).

If a student wishes to change their course of study, after starting their studies, the same notice provisions apply to any change in fees. Please note that a change of course may require a new visa application and an additional cost will therefore be incurred.

Any Student-route visa -holding Students who withdraw will be reported to UKVI as detailed in clause 12.

We are unable to refund or reduce fees when the Student is absent due to illness or injury or other emergency, or change in personal circumstances. Nor would fees be reduced if the Student withdraws part way through a term. We therefore strongly advise arranging adequate fee insurance to provide cover in such cases.

Where Accommodation is provided by the College under separate terms and conditions of the Residential Agreement (Over 18 students), withdrawals from Accommodation will be dealt with under the Residential Agreement.

Otherwise, if the Student moves out of accommodation before the end of the Period of Agreement (subject to clause 16.1), the Student remains responsible for paying the Accommodation Fees to the end of the then-current academic year, and, depending on when notice is given, the Student may also need to pay Accommodation Fees for the next academic year. Please see clause 11.3 below.



For Students on courses which last more than one academic year, we or the College (as the case may be) provide a limited opportunity to withdraw from the Accommodation for the second or third year of the course subject to clause 16.1; and:

either provide a full term's (or semester's) notice prior to 30th June that they wish to withdraw from Accommodation with effect from the start of the next academic year. The Signatory must either provide the notice or confirm that they support it; or

where insufficient notice is given (or no notice is provided at all), pay to us the difference between the fees inclusive of accommodation and the fees exclusive of accommodation for the next academic year, in lieu of notice unless or until we or the College, prior to the end of the next academic year, fill the vacancy in the Accommodation created by the Student's moving out (at which point the Signatory shall only then be liable to pay the fees exclusive of accommodation).

If the Student wishes to change the accommodation type (for example, from shared to single, or catered to self-catered) you must either give a term's (or semester's) notice or pay us the difference between the fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given.

The Student will need to demonstrate that they have a valid immigration status to undertake their studies. If the Student cannot demonstrate that they have the right to enter, live and study in the United Kingdom, we may cancel the Contract on written notice and withdraw the Student. The withdrawal will be subject to fees in lieu of notice as set out in clause 10. We will not be responsible for any related or ancillary costs or losses incurred.

No reduction of fees will apply to any time missed due to the Student ensuring they have a valid immigration status and the right to enter, live and study in the United Kingdom.

It is the Student's responsibility to ensure that they comply with the terms of their visa at all times whilst enrolled with and/or studying at the College.

If the student holds a non-Student-route visa that permits study they are responsible for ensuring that they maintain their visa status throughout their studies, and maintain their right to enter, live and study in the United Kingdom. Such students are required to inform us immediately of any changes to their immigration status. Please refer to clause 12.1 for the consequences of not maintaining a valid immigration status.

The College is required to withdraw sponsorship of Student-route visas for a number of reasons, including:

failure to enrol or re-enrol on the course.

failure to meet the minimum attendance requirements.

the enrolment being terminated, or the Student withdrawing, being excluded or deferring their studies; and students successfully completing the course in a shorter period than originally planned.

As a part of any withdrawal process the Student must provide documentary evidence of their return to their home country (e.g., visa stamp or boarding pass) or of their new school or education institution (e.g., a new visa).

If the Student's visa is revoked, we will be entitled to cancel this Contract and withdraw the Student with immediate effect. The withdrawal will be subject to fees in lieu of notice as set out in clause 10. Support may be provided at our discretion in cases of UKVI error.

The Student is expected to attend lessons, complete their work, and attain reasonable performance targets. English for academic purposes will form part of an international Student's studies until such point as they reach a certified IELTS level of 6.5 in all areas, or higher as per the entry requirements of their preferred destination institution.

If, in the reasonable opinion of the Rector of the College, the Student has not satisfactorily attended lessons, or has failed to attain reasonable performance targets, the College may not enter the Student for public or internally accredited examinations or may exclude the Student. Please see clause 15.

The College will support the Student to progress to a Higher Education course at the College or another university in the UK (if they so require). It is the duty of the Student to ensure all supporting qualification documents submitted to the College or UCAS (and elsewhere) for such progression are valid originals and can be corroborated by the relevant admissions department if required. Neither we, nor the College, accept responsibility for unsuccessful applications supported by other parties or caused by fraudulent documents.

Scholarship recipients, or those benefitting from any other form of financial discount on their fees, must maintain good academic and personal standing during their course to remain eligible for the award. An award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made. If the student has poor attendance, progress or is found guilty of academic and/or personal misconduct during their course they may have their scholarship or discount withdrawn.

Where it appears likely to the Rector of the College that a scholarship or discount may be withdrawn from the Student, we (or the College on our behalf) will provide notification in advance. If within fourteen (14) days following the withdrawal of a scholarship or discount the Student withdraws from the College, no fees in lieu of notice will be payable. This will provide sufficient time to decide whether or not the Student will stay at the College following the withdrawal of the scholarship or discount.

The Student (and his or her Parents for an Under 18 Student) confirms consent to participation in all College trips and activities on or off College premises.

The Student (and his or her Parents for an Under 18 Student) agree to the provision of first aid or urgent medical treatment as recommended by a doctor or medical practitioner as necessary.

The Student (and his or her Parents for an Under 18 Student) agrees that the College may administer any non-prescription medication or first aid as is deemed appropriate and to seek medical, dental or optical treatment when required.

It is a condition of the Student joining and remaining at the College that a medical questionnaire in respect of the Student is completed and submitted. The College must be informed of any health or medical condition, special educational need(s), disability, or allergy that the Student has, whether long-term or short-term, including any infections. The College must also be provided with any reports or other materials relevant to any health, medical or other issue if requested. If a Student arrives at the College with an undeclared pre-existing condition, the College may ask the Student to leave the College, or (where possible) to undergo private medical treatment or psychological support at the Signatory's expense.

**D** The College must be notified of any changes to health, medical or other relevant information related to the Student as soon as they occur.

If the College believes a health risk is either presented by the Student to others, or presents a risk to the Student by others (e.g. due to virus or epidemic), the College may require that the Student is kept at home and does not attend the College until such time as the health risk has passed. Where it is considered appropriate in such circumstances, the College will try to continue providing education to the Student remotely during such period.

Please be aware that charges for UK National Health Service ("NHS") treatment may apply. Students are strongly advised to obtain adequate insurance prior to travel for all medical care.



In the event of a Student's enforced withdrawal from the College, no refund will be made of fees due (whether paid or payable) and fees in lieu of notice will be charged in accordance with clause 8 above.

Any Student under the age of 18 must live in Accommodation unless living with a Parent (or responsible adult at least 25 years old) within reasonable travelling distance of the College and then only with the prior written approval of the Rector of the College.

The Student must when living in Accommodation:

comply with the House Rules, as amended from time to time – the current version of the House Rules will be displayed within the Accommodation (and copies will be available upon request). Serious breaches of the House Rules can mean the Student being told to leave the Accommodation, whilst still remaining liable for any outstanding accommodation fees.

comply with the College's reasonable instructions, requests and directions relating to the Accommodation, the Communal Parts, the Building and/or their use of them.

provide advance notice of expected arrival details to the College or Admissions at least three (3) working days before their arrival. This is required to ensure a comprehensive induction to their accommodation building; and

not sublet the Accommodation or share occupation of the Accommodation or any part of it under any circumstances without the express prior written consent of the College.

All of the furniture, fittings, fixtures, equipment, materials and other contents provided by us or the College in the Accommodation are and remain the exclusive property of us or the College.

The size, shape and contents of the Accommodation may vary, and rooms shown during viewings and any pictures or plans shown in the College's brochures or on its website are simply examples of the types of rooms offered.

Accommodation fees are inclusive of electricity and other utility charges in the Accommodation.

The College will undertake cleaning of communal areas (excluding rubbish removal which is the Student's responsibility) used by the Students in the building in which the Accommodation is situated. This includes the cleaning of the bedroom and laundry of bed linen on a weekly basis for catered Students.

Accommodation fees do not include television licences for individual rooms, and should Students wish to watch television in the Accommodation, it is the Student's responsibility to ensure that they obtain a valid licence from the appropriate authority. The College does provide television licences in Communal Areas. Students must not erect any satellite dishes or aerials in the Accommodation or elsewhere on or at the Building.

The College Accommodation is closed for approximately two (2) weeks during the



to perform our obligations under this Contract, and where otherwise reasonably necessary for our or the College's purposes, including those in clause 20 if relevant.

If information we hold or circumstances relating to the Student or Parent changes during the period of the Contract, we must be updated immediately. This includes contact information, medical information and immigration information

Confidentiality- which we must protect at all costs. We treat client confidentiality with the utmost importance and in most cases the information and documentation you provide to us is confidential. However, there are occasions where we may be obliged to disclose it, for example:

where we are required to disclose it by law;

we may be obliged to

and/or in the College's Privacy Policy at [www.csvpa.com/privacy-policy](http://www.csvpa.com/privacy-policy).

We may make changes to the College (including changes to the legal entity that owns and runs the College) or we may amalgamate the College with another legal entity. In order to do this, we may transfer the business of the College to another person or organisation. We may transfer our rights and obligations under this Contract in connection with any such transfer and/or amalgamation. In each case, we will provide notification if we plan to do this and we will ensure that the transfer will not affect existing rights under this Contract.

The Student (and the Signatory if different) may not transfer their rights or obligations under this Contract to anyone else.

An event outside of our, the College's or the Student's control is any event beyond either the Student's reasonable control including, by way of example and for the avoidance of doubt, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination. In the remainder of this clause 22 we shall refer to these as an "event".

If an event beyond our control arises which prevents or delays our performance of our obligations (or the College's performance of any of the obligations on our behalf) under this Contract, either we or the College on our behalf will give notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that we have acted reasonably and prudently to prevent and/or minimise the effect of the event, neither we nor the College will be responsible for not performing those obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances, we and/or the College shall try during the continuance of the event to continue to provide educational servi- & & &



reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;

in circumstances where, following the efforts made and steps taken, the Student remains unable to participate and benefit from any level of provision of education by the College then the Student (and the Signatory if different) shall not be responsible for failing to perform their obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the event; and

if the event continues to prevent the Student from attending the College or being able to participate and benefit from any level of provision of education by the College for more than six (6) months we shall discuss a solution by which this Contract may be performed and, following such discussions, the Signatory shall be entitled to cancel the Contract on written notice to us and without giving a term's notice or paying a term's fees in lieu of notice.

If we choose not to enforce any part of this Contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this Contract. And, if we cannot enforce any part of this Contract, this will not affect our right to enforce the rest of this Contract.

While the Student remains at the College, we (and the College on our behalf) will exercise reasonable skill and care in respect of their education and welfare. This obligation will apply during the teaching day or when the Student is otherwise under the College's supervision. We cannot accept any responsibility for the welfare of the Student while off the College's premises unless he or she is taking part in a College activity or otherwise under the supervision of a member of College staff. The College shall not be liable for either death or personal injury suffered by any Student except as may arise through the negligence of the us or the College or where we or the College is otherwise at fault.

. The contract between us is governed by English Law and legal proceedings in respect of this contract must be brought in the English courts.

We may change or add to these Terms and Conditions from time to time for legal or other substantive reasons or in order to assist the proper delivery of education at the College.

The College will provide reasonable notice of any such modifications before the changes are to take effect.