

# QA Higher Education Pre-Sessional English Terms & Conditions 2022/23

## 1.0 Whole Agreement

This summary document and the documents referred to herein, constitute the extent of the Agreement between QAHE Ltd and yourself. If at any time you change your mind and decide not to take up your place, or wish to defer your entry, please write to the Admissions Office at QAHE.admissions@qa.com as soon as possible. If after enrolment you wish to suspend your studies or withdraw from the course you must inform the QA Higher Education Student Registry department but should be aware that you may remain liable for some or all of your fees as highlighted below. The terms of this offer and the regulations governing studies at QAHE Ltd Education are subject to English Law. By accepting the offer and subsequently by enrolling on the course, you are agreeing to abide by the providers regulations, policies, and procedures (where applicable) at the time of enrolment or as changed in line with these terms and conditions.

## 2.0 Course Information; Course regulations; policies & procedures

Details of this course, any facilities and access to services, and any requirements for you to access the course and any associated materials are set out on the QA Higher Education website. This offer is subject to the conditions outlined on the website and the Providers' academic and other regulations including finance, fee payment policies and disciplinary procedures.

## 3.0 Entry criteria

Students are required to provide the Admissions Office with original or certified qualifications, as stated in their Entry requirements, which can be found on the course page of the QAHE website. QAHE Ltd is entitled to withdraw its offer to you or terminate your enrolment as a student of QAHE Ltd, if it is discovered that you have made false statements, omitted significant information or provided counterfeit or forged documents in your application to the Provider.

The length of Pre-Sessional English programme you require will be determined by what level you are aiming to leave the programme at (6.5, 6.0 or 5.5) verses your current English level. If Applicants are unsure of which length of programme they require, please check with the admissions office or refer to the course page.

Please visit the website for full details of QAHE Ltd Admissions Framework.

## 4.0 Attendance

QA Higher Education monitors student attendance. You are expected to attend all timetabled sessions of your course and to fully engage with the course by submitting and attending for all required assessments.

If your course is delivered online, you should check prior to enrolment that you have the minimum requirements to access the course online, as detailed in the course specification on the QA Higher Education website.

## 5.0 Payment of Tuition Fees

### 5.1 General Terms for Payment

Current course/programme tuition fees ("Tuition Fees") must be paid in full before registration/enrolment week unless otherwise agreed in accordance with these Terms. The Tuition Fees must be received in cleared funds in accordance with the Payment Methods set out at the end of these Terms.

Payment must be made strictly on or before the dates set out by us.

You will not be able to commence your course until we have received the relevant payment.

Please note that:

- a) payments made to us are not transferrable between you and anyone else.
- b) it is your responsibility to ensure that current course/programme Tuition Fees are paid.
- c) we are not liable for any payment (made by you) that does not reach our correct account due to you entering our details incorrectly; and
- d) We are not liable if your bank, building society, credit card or debit card supplier declines or refuses payment. It is your responsibility to check that payment has been deducted from your account.

## 5.2 Other important information

All prices and payments are in GBP (£) and inclusive of VAT.

Fees are subject to regular review and change. Fees and other amounts payable are published separately for each intake and the most recently published pricing is payable by all students studying at the relevant time unless the relevant amounts were paid in full prior to the publication of the new pricing. The fee for the duration of your programme will be set out in your offer letter.

## 6.0 Payment Methods

Payment for all options can only be made in pounds sterling:

### 6.1 Payment via bank transfer

The preferred method of payment is via bank transfer. You can find our bank details in the 'fees and finance' tab on the online course page.

Always quote your name and student ID or application number.

### 6.2 Payment via credit/debit card

QAHE LTD accepts payments from the following cards: Visa Credit/ Mastercard / Visa Debit / American Express.

We accept payments (credit/debit card payments) over the phone and in person. If you wish to make a payment over the phone please contact us using the telephone number below:

0207 656 8450

### 6.3 Payment in person

Alternatively you can pay by debit/credit card at the Finance offices at the Birmingham and London campuses. Please note that we may require you to provide photo identification at the time that you make such payment. This identification should either be a passport or student ID card (if applicable) which we will copy and attach to your application.

### 6.4 Payments in cash

Please note that QA Higher Education does not encourage the payment of tuition fees in cash. Where cash payments are made directly into the bank account we will require the payee to provide evidence of the source of the funds. Evidence is to include the cash withdrawal from a bank account. In instances where a refund is requested and a cash payment was made to us we reserve the right to refuse the refund until the appropriate evidence of source of funds is provided.

We are committed to assisting you in your studies wherever possible. If you are experiencing unforeseen financial difficulties in paying your Tuition Fees you must contact the Finance team for support and advice as soon as possible.

## **7.0 Payment of Tuition Fees**

7.1 International self-funding students

a) For all Pre-Sessional English programmes, the full course fee is payable before commencement of the programme.

## **8.0 Sanctions for non-payment of Tuition Fees**

Where you fail to make the agreed Tuition Fee payments in accordance with these Terms or are otherwise dismissed then the following action may be taken unless and until proper payment is made:

a) We may suspend your registration on the course/programme;

b) We won't issue any of your pending exam results or award your applicable qualifications;

c) If you are an international student studying in the UK on a student visa, we may contact the UKVI.

## **9.0 Withdrawals, Deferrals and Cancellations**

9.1 General compliance

Other than where we have agreed a deferment in accordance with these Terms, you are not entitled to any refund where you don't complete our enrolment formalities or otherwise fail to follow our course terms. It is your responsibility to attend the programme on specified dates set out on your timetable.

9.2 Student compliance

QA Higher Education reserves the right to dismiss and/or withdraw a student at any time for:

a) Non-payment of fees or other amounts due;

b) Failure to meet the ongoing attendance requirements;

c) Late commencement of study;

d) Late enrolment;

e) Failure to demonstrate in the QAHE Limited opinion, satisfactory academic progression.

No refunds will be made to any students (including any prepaid fees or deposits) withdrawn under this paragraph.

## **10.0 Withdrawal**

Where you accept your course otherwise than in person, you have a statutory right to cancel your course within 14 working days starting on the day you accept your offer ("Contract Date") unless the Contract Date is less than 14 working days old prior to the commencement of your course in which case you may cancel your booking at any time up to the commencement of your course. Where you cancel your course in accordance with this condition you will be entitled to a full refund of any payments you have made in respect of the course subject to a deduction based upon any services received.

## **11.0 Refunds / deferral**

Once you have paid your tuition fee it is **non-refundable and non-transferable** except if you are unable to join your course due to any of the following circumstances:

a) in the unlikely event that your programme is cancelled; or

- b) you apply in good time for your visa but it is granted too late for you to join your course (in this instance we would need proof of when your visa application was made and when it was granted)
- c) if you apply for a UK visa with your University CAS and your visa application is refused\*;  
or
- d) if you do not meet the conditions of your offer; or
- e) if you have serious personal extenuating circumstances\*\* which prevent you from studying overseas, e.g. in a serious case of illness.

\*if your visa is refused, we will require you to provide your notification of refusal no later than 4 weeks from course commencement date. You will be required to send a copy of the complete visa refusal documentation you have received from the UKVI with your refund request form. Please note we will not the amount paid in the case of visa refusals which were made on the basis of fraudulent documents or misleading information. If you have had a prior Visa Refusal and have not disclosed this information to the UKVI then no refund will be issued.

\*\* Refunds are at QAHE's discretion and will only be given where QAHE is satisfied that there is evidence of serious personal extenuating circumstances.  
Please note as per UK regulations you have a 14 day cancellation period, commencing from the date you accept your offer, where you are able to cancel the programme and receive a refund.

### **Requesting a Deposit or Fee Refund**

In any of the above circumstances, subject to QAHE's terms and conditions, you would receive a full refund of the amount paid and of any additional tuition fees you had paid in advance for the academic year minus the administration fee and any other associated costs, which include tuition costs for the classes that have been completed prior to refund request submission. To request a refund you would need to complete a Refund Form, attach the required documents and send it to the [refunds@qa.com](mailto:refunds@qa.com)  
All refund requests submitted where the student is not intending to study and has paid a deposit must be received no later than 4 weeks from course commencement date.  
Refunds received after this date will be declined.

### **Circumstances where a deposit will not be refunded**

In all other circumstances, including in the following situations, no refund of the deposit will be made:

- If you do not apply for a visa to study at NLC;
- If you decide to study at another institution in the UK or in another country;
- If you decide not to study overseas;
- If you submit fraudulent or misleading information in the UKVI visa application

All refunds will be made in GBP. We will not be liable for any losses incurred as a result of currency fluctuations or exchange rates.

For students who chose to withdraw from the programme or who are withdrawn on the basis of academic progression, the fee liability will be:

5 week programme:

- Withdrawal in the first 5 weeks of teaching – No refund

10 week programme:

- Withdrawal in the first 5 weeks of teaching – 50% of total fees due to be refunded
- Withdrawal from Week 6 onwards – no refund.

15 week programme

- Withdrawal in the first 5 weeks of teaching – 66% of total tuition fee refunded.

- Withdrawal in week 6 to week 10 -33% of the total tuition fee refunded.
- Withdrawal from week 11 onwards – no refund.

#### 20 week programme

- Withdrawal in the first 5 weeks of teaching – 75% of total tuition fee refunded.
- Withdrawal in week 6 to week 10 - 50% of the total tuition fee refunded.
- Withdrawal in week 11 to week 15 – 25% of the total tuition fee refunded
- Withdrawal from week 16 onwards – no refund.

Refund requests that do not meet the criteria set out above but are perceived to be legitimate based on your perception will be reviewed and a decision made at the absolute discretion of our management.

Please note, the above includes withdrawals where students are unable to continue the programme because of insufficient academic progression achievements.

#### 11.1 Non Student Route Visa

You may defer enrolment for one relevant sitting, provided we have received written notification 14 days prior to the course commencement date.

If you wish to withdraw from the course after enrolment, refund requests will be reviewed and a decision made at the absolute discretion of our management. Fee liability is as laid out above:

Please note that interruption to study requests will not be approved when the student is citing financial reasons. Students must have acceptable personal extenuating circumstances. The approval of any interruption to study request will be made by the directors of QAHE Ltd. In instances where a student has a credit balance on their account and has not restarted their study after twelve months from interruption, the credit balance will be forfeited to QAHE Ltd.

#### 11.2 When we can refuse requests for deferrals

If you have already deferred your offer to study with us once, we may refuse your deferral request.

#### Additional Administration Charges

We will charge you administration fees of: £150 (GBP) for arranging permitted course deferral.

#### **12.0** Changes to teaching sessions & examinations

All reasonable steps will be taken by QAHE Limited to provide educational services as described and to minimise any disruption to those services. However, QAHE Limited reserves the right to postpone, relocate, re-structure or cancel any classes, tutorials, lectures, seminars or other teaching sessions or examinations due to the occurrence of any event or circumstance beyond its reasonable control.

QAHE Limited will make all reasonable efforts to inform you of any such changes as early as possible.

#### **13.0** Withdrawal, Cancellation and changes to course

The information provided is accurate at the time of distribution and QA Higher Education will use all reasonable efforts to deliver the programmes as described. QAHE Ltd reserves the right to withdraw or change the programme included in your offer. These changes

will only be made as a result of UK legal compliance, minimum student number requirements or for course validation reasons and applicants will be contacted by QA Higher Education in the instance of these changes occurring