

## **Terms & Conditions for Sponsored International Students**

Acceptance of a conditional offer, payment of a deposit, use of a CAS or unconditional offer letter issued by HCUC or enrolment onto a course at the institution, is deemed as acceptance of the following terms and conditions.

The terms and conditions of payment form part of the offer letter from the College.

### **1. The Conditional Offer Letter**

Application – refers to the initial application form you completed for enrolment onto the course.

CAS – this refers to the Confirmation of Acceptance of Studies that will be issued to you by the College on behalf of the UKVI.

Conditional place – this refers to the offer of the place on the course detailed on your offer letter. With the exception of the condition of the in-country interview with the relevant faculty, the CAS statement will be issued once the conditions listed in the letter have been met.

Course – this refers to the course of study that you have been issued an offer for.

Course fee – this refers to the tuition fee (exclusive of materials/exams/registration/trip costs) applicable for the first academic year of your course. This total includes the deposit and the remaining balance left once the deposit has been paid.

Deposit – this is the amount you must pay to the College prior to receiving your CAS or unconditional offer letter from the College.

Duration – this is the full period of time it will take for you to gain the qualification.

End date – this is the month and year that your course of study will be completed.

Exams – this refers to the exams/assessments that are necessary for you to complete in order to gain your qualification. There will be an additional cost for these, which is not included in the tuition fee.

Materials – refers to any additional materials that will be required while on the course. These may include items such as textbooks and photocopies. This cost will vary depending on the course of study you have chosen.

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**Mode** – this refers to how the course is categorised by the College. If the mode is full-time, the course of study will be at least 15 hours per week – the core learning hours being between 8am – 6.30pm.

**Registration fee** – this refers to the yearly fee that is paid to the College for registration on to your chosen course. This should be paid at enrolment.

**Start date** – this is the month that the course will start; the exact start date is detailed on your CAS or unconditional offer letter

**Short-term study visa** – this refers to one method of visa application for the purpose of obtaining UK entry clearance for short-term courses (less than six months), part-time courses and English Language courses.

**Short-term study visa letter (STSVL)** – this refers to the letter detailing the unconditional offer of the place on the course for the purposes of applying for a short-term study visa, after all conditions as previously outlined, have been met and deposit payment made.

## **2. Payment of tuition fee, materials and exam fee and registration**

2.1. The deposit, as stated on the conditional offer letter, must be paid to the College before the CAS or short-term study letter visa (STSVL) is issued. The deposit should not be submitted until it is agreed with HCUC, that all conditions have been satisfactorily met.

2.2. Deposits can be submitted in the following ways:

- Bankers Draft
- Bank Transfer
- In person – a friend or relative submits the payment in-country by cheque/credit card

2.3. Please note that if paying in-country, the payee must visit the College's International Office in person with a copy of the conditional offer letter that has been issued to you.

2.4. Details of our bank account can be found on the conditional offer letter, or can be obtained by contacting the International Office directly.

2.5. If paying by direct bank transfer, you should ensure that your name (the applicant) or student reference number is used as the reference on the transfer – this will enable us to locate the payment quickly, and will mean that we can issue you with your CAS Statement or STSVL without delay.

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2.6. Payment by direct bank transfer from an overseas account may incur bank charges or be subject to changes in exchange rate – this may result in you having a small outstanding debt to the College, as the amount that has been deposited in our accounts is less than the amount you transferred. You are liable for the amount that is outstanding, should this occur.

2.7. Unless specified otherwise, the remaining tuition fee due for the first academic year of your course should be transferred to the College once you have successfully been issued with your visa. This can be done via bank transfer directly into the College account. The outstanding amount must be paid in full before you enrol onto the course, and you will have one month once you get to the country to pay any outstanding charges for materials, exams, registration and ID. If your tuition fees have not been paid in full by the start of your course, your enrolment onto the course may not happen, and you may not be able to start your course in the intake you have chosen.

2.8. Students from countries in the 'high risk' category, as stated by UK Visas and Immigration, will be required to pay the entire tuition fee due for the first academic year, before a CAS or STSVL is issued to them for their visa application. A full list of countries included within this category can be found on the UKVI website. It is advisable that you consult the International Office at HCUC to clarify the initial fee you should pay, in order for your CAS or STSVL to be released to you.

2.9. By accepting the offer made on the conditional offer letter, you agree to pay all sums that are payable to the College in full, without holding back any part of the sum for any particular reason. Where we have to pay sums to you, you agree to us being entitled to deduct this from any outstanding payments owed to us by you.

2.10. All students under the age of 18 must also provide a letter from their parent/guardian, which states that their parent/legal guardian consents to them studying at HCUC.

2.11. All payments made to us must be paid in UK pounds sterling, and all payments we make to you will be paid to you by cheque or bank transfer in UK pounds sterling.

2.12. The tuition fee applicable to the second/subsequent year of your course should be paid before the course re-starts. Please note that the second/subsequent year may entitle you to opt for the instalment plan, which allows you to pay in three instalments across the academic year. If you are using this mode to pay your tuition fee, you will incur a 5% administration charge and the first instalment should be paid before delivery of the subsequent year begins.

2.13. You will only be considered eligible to pay your fees by instalment in the second/subsequent year of your study, if you have met all the requirements of the College and the UKVI consistently throughout the preceding year. These requirements include successful completion of work and attendance.

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2.14 If you have not met the minimum attendance requirement of the College and the UKVI throughout the year – this being 85% - you will not be eligible to pay your fees by instalment.

2.15. If you withdraw from the College/are withdrawn after missing an instalment payment of tuition fees as stated on your payment plan, you will still be liable for the outstanding debt to us. No further offers of a place at the College will be made to you until that debt is cleared, and we may charge interest on the debt from time to time.

### **3. Changes to Tuition Fees and other sums payable**

3.1. The subsequent year course tuition fees are subject to change, and may be higher than those payable for your previous years

3.2. Tuition fees detailed on the conditional offer letter are true at the time of issue; however, are subject to change. Should there be any changes, we will inform you of these as the new sum payable will be applicable to you.

### **4. Confirmation of Acceptance of Studies (CAS)**

4.1. The CAS will only be issued once the conditions in the offer letter have been met, and once the deposit of the tuition fee has been paid. The CAS will not be issued until you have completed a Skype Video Call interview with a member of the relevant faculty or international office.

4.2. Once the CAS has been issued, it cannot be transferred to another person under any circumstances.

4.3. The CAS must be used within 6 months of issue and for the course of study it was intended for.

4.4. All information given to the UKVI by the College regarding your application will be detailed on your CAS Statement. When using the CAS to apply for your visa, you should ensure that all documents listed on this are included with your application.

4.5. The CAS is only valid for the intake and course that you have chosen – should you wish to defer your place, or transfer course, at the College; you will need to notify the International Office and in cases of deferral you will need a new CAS. Course transfers are not permitted unless a new CAS is issued to you, a new Tier 4 visa application is submitted and entry clearance under the new CAS is successfully granted.

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## **5. Short-Term Study Visa Letter (STSVL)**

5.1. The STSVL will only be issued once the conditions in the offer letter have been met, and once the deposit of the tuition fee has been paid. In most circumstances, the STSVL may not be issued until you have completed a Skype Video Call interview with a member of the relevant faculty or international office.

5.2. Once the STSVL has been issued, it cannot be transferred to another person under any circumstances.

5.3. When using the STSVL to apply for your visa, you should ensure that all documents listed on this are included with your application.

5.4. The STSVL is only valid for the intake and course that you have chosen – should you wish to defer your place, or transfer course, at the College; you will need to notify the International Office and in cases of deferral you will need a new STSVL.

## **6. Deferral of your course start date**

6.1. If you are unable to begin your course by the latest start date, as detailed on your CAS or STSVL then as long as you have paid your deposit, you are eligible for us to consider you for a course deferral. You should submit this request to the International Office at your earliest convenience. We do not have to agree to a course deferral, and we will not allow you to defer your course start date to a date that is more than 12 months after the original course start date.

6.2. Course entry requirements are subject to change each academic year, so a conditional offer for one intake may not be valid for a deferred course start on the same, or different, course.

6.3. If you were issued a CAS for your course, a course deferral will only be permitted if the CAS has not been used for a visa application, as determined by the UKVI Sponsor Management System. If you have used a CAS for a visa application, a deferral will only be considered if we are provided with the notification of visa refusal.

## **7. Refund of Deposits**

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7.1. International applicants will only be entitled to a refund where the College cancels the course, where the applicant is refused a student visa or where the CAS has not been used for a visa application, as determined by the UKVI Sponsor Management System. Tier 4 visa applicants who do not take up their place for these reasons will be given a refund of the deposit, less a £300 non-refundable administration charge. Short-term study visa applicants who do not take up their place for these reasons will be given a refund of the deposit, less a £200 non-refundable administration charge. Applicants who are unable to take up their place due to a visa refusal will be given a refund of the deposit, less the administration charge, subject to the following conditions being fulfilled:

- You must provide us with a copy of visa refusal notice issued by the UKVI within one month of issue
- Your visa was not refused because you received 0 points for Maintenance
- Your visa refusal was not due to an attempt to obtain a visa by fraudulent methods or false representation as determined by UKVI
- Your visa was not refused because of reasons outlined in a previous UK visa application which you had failed to declare to us upon application to HCUC.

7.2. We will not refund your deposit if you fail to enrol onto your course before the latest date of enrolment, and if we have already reported this fact to the UKVI.

7.3. Any requests for refunds should be made by the latest date of enrolment as stated on the CAS or STSVL, unless an appeal has been made and can be evidenced. Refunds requested after the latest date of enrolment will be refused, if no appeal evidence has been shown.

7.4 Short-term study visa applicants will only be entitled to a refund where:

- The College cancels the course
- Where the applicant has withdrawn their application before submitting their visa application and can return the original short-term study visa letter that was issued to them. We will not accept copies of the short-term study visa letter.
- Where the applicant is refused a student visa, subject to the conditions as outlined in para 7.1.

7.5 We will only make refunds to the same bank account or debit/credit card that the deposit payment was made from.

7.6. For certain courses, the College will notify you of an 'earliest date of travel' within the conditional offer letter and STSVL. In the event that the College cancels the course before our recommended earliest date of travel, we will accept no liability or responsibility for any inconvenience, expenses, or losses that you may incur as a result of this.

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## **8. Refund of Tuition Fees**

8.1. If you have paid full tuition fees, these will only be refunded in the following instances:

- We cancel your course before the course start date and we are unable to offer you a suitable alternative course
- We agree, at our discretion, that there are extenuating personal circumstances which mean a refund should be made. This will be decided by the Head of Guidance & Information Services in consultation with College's Finance Manager

8.2. Tuition fees will not be refunded to you where:

- You wish to change to a different course
- You wish to transfer to a different College
- You claim that you have been misadvised by your agent or advisor, whether or not they are registered as representatives/Agent of the College
- You arrive for the course after the latest date of enrolment, except because of circumstances beyond your control such as war, acts of terrorism, natural disasters
- You withdraw/are withdrawn/excluded from the College at any point.

8.3. If you are withdrawing from the College due to extenuating personal circumstances, and this requires you to return home, the College will require you to submit copies of your flight ticket with the refund application. In order to complete the refund process, you should also send us a copy of the student visa cancellation and a copy of your passport with the entry stamp from customs once you have reached your home country. Failure to do this will delay the refund process, and may mean that we refuse your refund.

## **9. Enrolment**

9.1. In order to enrol onto your chosen course of study, you must show us the original visa that you have been issued by the UKVI which permits you leave to remain in the UK.

9.2. If you have not chosen HCUC as your designated Biometric Residence Permit (BRP) collection point, you must also show us the BRP that you have been issued by the UKVI which permits you leave to remain in the UK for the duration of your course, in order to enrol onto your chosen course of study,

9.3. Your visa and BRP must state the Sponsor Licence Number of HCUC – if it does not, you must apply to UKVI to transfer to our institution and submit an application using a CAS from

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us. Once you have obtained a new visa with our sponsor licence number on it, you must show us the new visa/BRP.

9.4. Any student that arrives after the latest date of enrolment without prior notification to the International Office may be reported to the UKVI and may not be permitted to enrol onto their chosen course of study.

## **10. Attendance**

10.1. Attendance is monitored according to the College Student Attendance and Punctuality policy, as well as the UKVI Tier 4 Policy Guidance. Any student who is reported to the UKVI for non-attendance will not be permitted to resume their studies at HCUC.

10.2. Students are expected to attend 100% of their classes and tutorial sessions, as failure to do so is likely to have a serious impact on their studies.

## **11. Academic Progression**

11.1 In order to progress onto a subsequent course of study, you will be required to meet the academic requirements of the course as stated by the relevant faculty. The College reserves the right to refuse admission to students who do not meet these. Please note that the academic requirements of the faculty may include factors such as attendance on your previous course of study, if progressing onto a second course of study at HCUC.

11.2. Many of the courses offered at HCUC will require you to complete two years of study, in order to achieve the full qualification that your visa has been issued for. Please note that if you have any outstanding work from the first year of study, which has not been completed to the appropriate level as stated by your faculty, you may not be allowed to progress on to the second year of your course. This could result in you having to re-sit the first year, or the College withdrawing you from your course.

11.3. In the event that you are permitted to progress on to the second year of a course of study with work still to complete from the first year, you must pay the full fee applicable to the second year of study, as well as completing the outstanding work from the first year of study by an agreed deadline – this will be stated by a member of the relevant faculty. If you fail to complete this work by the deadline stated, and this results in non-completion of your qualification/withdrawal from your course/exclusion from the College, you will not be eligible for a refund.

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## **12. UK Visas & Immigration**

12.1. If you have been issued with a CAS from HCUC, we must report you to the UKVI if you fail to enrol for your course before the latest date of enrolment, or you are absent from the College without our permission for any period, irrespective of circumstances.

12.2. In instances of illness, you must report in to the International Office or your respective Attendance Coordinator on each day that you will not be attending College. If you are off for a significant period of time with an illness, you must provide a Doctor's Note covering this period of absence. Failure to do so will result in you being reported to the UKVI for non-attendance and you will be withdrawn from the College.

12.3. We are legally bound to provide the UKVI with any information it may request about overseas students that are studying at HCUC. We accept no liability or responsibility for any inconvenience, expenses, or losses that you may incur as a result of any visa refusals, cancellations or variations, which may occur as a result of us providing this information. We will also accept no liability or responsibility if us providing this information results in deportation.

**I accept these terms and conditions:**

**Student Signature:**

**Parent/Guardian Signature (if student under 18):**

**Date:**

**Date:**

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