## TERMS AND CONDITIONS AND REFUND POLICY

## **SECTION 14: TERMS AND CONDITIONS OF ENROLMENT**

By enrolling for a course, you accept that you have read and agreed to the terms and conditions of enrolment and that you are subsequently bound by these terms.

If you do not understand English, we recommend seeking a professional translator who can translate our terms and conditions into your language for you. Alternatively, you can use Google Translate or any other translation tool to understand the terms and conditions before you sign and date them.

If you are still waiting for your visa and are not able to attend your induction day in person, you can participate in the induction day online via Zoom. We will treat it as a regular induction and conduct the class online for you. Once you receive your visa, you can join us in person on campus.

- 1. Once the student has enrolled with the college it is the student's responsibility to register with any external awarding body for membership and examinations as applicable. The registration procedures and requirements will be provided by the college and the student is responsible to meet the academic and financial requisites to fulfil such requirements and deadlines. All students must participate in a face-to-face or Skype interview with our admissions team. Any student who receives an Offer Letter, must pay non-refundable sum of three hundred fifty pounds (£350) prior to interview. However, this amount will be adjusted with the actual tuition fee upon successful interview. Course fees must be paid in advanced before enrolling on the course and fees will not be refunded once student registers for the course.
- 2. It is the student's responsibility to ensure that their personal details and contact details held by the college are up- to-date and accurate.
- Your application form and all supporting documents will be held on file and remain confidential.
- 4. A student may defer their course start date to the next available term if they are still overseas waiting for their visa.
- 5. Student visa approval will be granted provided that the College is informed. The College has the right to refuse deferral for visa students at their discretion.
- 6. The College reserves the right to dismiss any student at any time for behaviour which is deemed to be unprofessional, inappropriate, or disruptive to other students and in case of failure to meet academic or financial requirements set by the college. No fees will be refundable for any student dismissed under this section.
- 7. The College maintains the right to make changes to the timetable, tutors, or venues, without prior notice. Any alterations will not affect your subjects or qualification.
- 8. At the discretion of the college, we reserve the right to reschedule or cancel courses if the College deems there to be insufficient enrolments. The student will be offered a refund if the course cannot be rescheduled within three months, after deducting a discretionary sum for administration and other costs.
- 9. If for reasons outside of the College's control the class or course is cancelled, the class will be rescheduled.
- 10. The College is not liable for loss or damage to student belongings when on college property.
- 11. Payment: A students place at the College will not be held unconditionally without receiving the payment
- 12. Course Transfer: Any student who wishes to change course must submit their request to the Admissions team within the first 3 weeks of the course. The final decision will be made at the discretion of the head of the department.
- 13. International students: Courses can be fast-tracked to finish within 6 months, so as to remain under the short term study route and up to 11 months for English courses. Students can register and start courses from their home country and apply to finish any remaining and uncompleted modules, assignments and exams within 6 months, should a Visa be granted.
- 14. Certificates: Where a student passes a course and is entitled to a certificate, the College reserves the right to withhold the certificate where course fees are still outstanding.
- 15. Non-Payment of Fee's: The College maintains the right to terminate a student's enrolment at any time during the length of the course who has defaulted on agreed payment instalment.
- 16. In case you are unable to pay in full, then you must pay a minimum of £4000 deposit and the Balance must pay after receiving the visa and before travelling to the UK.

## **SECTION 15: REFUND POLICY**

Refund Policy of Oxford College of Education in case of VISA Refusal

https://oxfordce.co.uk/contact.php



The Oxford College of Education maintains a consistent Refund Policy for students whose VISA have been refused by the appropriate British authority (Home Office). The college follows a strictly time-bound refund policy which a student MUST comply if his/her VISA is refused. Any deviation or, non-compliance of any student with the timeframe (to be counted as given below) shall allow the College to apply its discretion. In such cases, the College may refuse to make any refund. As per the College policy-

- a. a Refund application MUST be made- by the student himself. Signed by the student the application MUST be made within the 14 Days of the VISA refusal. The days will be counted strictly from the date on which such a letter (of Home Office) was issued to the student. The College authority reserves absolute right to reject applications (of Refund) made after the expiry of the 14th day counting from the date on the letter of refusal.
- b. If a student, upon VISA refusal applies for an administrative review or, makes an appeal- s/he MUST inform the college in written within seven days of such initiative taken. The student will get another 14 days strictly from the date on which a letter (of Home Office) expressing the result of administrative review, or appeal was issued to the student. The College authority reserves absolute right to reject applications (of Refund) made after the expiry of the 14th day counting from the date on the letter so issued.
- c. The College offers Online English Courses (at a price 30% less than its original value) to students who were refused VISAs and failed in administrative review or, appeal.
- d. If the student requires the Final Offer Letter for a second time under any circumstances, a non-refundable £500 admin fee will be applicable. This will be paid in addition to £350 non-refundable admin fees.
- e. In case of a VISA refusal for a second time relevant provisions of a and b will be applicable to the students. In addition to this, any refund application (if approved) will be applied subject to the provisions stated in clause d; No refunds will be made to the non-refundable amounts paid (non-refundable £500 for VISA letter and £350 admin fees).
- f. In the event that the entry clearance officer contacts the bank, workplace, agent, referee, friends, and family whose names and details are mentioned in the application to verify the authenticity of the documents and finds that the information provided is incorrect or does not match what was stated in the application form, and as a result, the visa is refused, you will not be eligible to claim a refund.

All requests for refund must be made in writing by the applicant addressed to OCE and should clearly state the following:

- Details of the applicant to include reference number & course details.
- Total fees deposited and the reason for request of tuition fees. Applicants bank details including swift codes to receive refund.
- All supporting and relevant documents to be returned to the college. The following rules will apply under the given circumstances:
- Once the student has arrived in the UK, the student is NOT entitled to a refund. The student is required to attend
  classes; failure to attend will result in the student being expelled reported to the authorities due to the
  conditions stipulated by the visa.
- 2. If the entry clearance officer, visa officer, or airport immigration officer conducts a verification of the authentication documents, bank statements, job reference letter, and discovers false information or inaccuracies, no refund will be issued.
- 3. In the event that the entry clearance officer contacts the bank, workplace, agent, referee, friends, and family whose names and details are mentioned in the application to verify the authenticity of the documents and finds that the information provided is incorrect or does not match what was stated in the application form, and as a result, the visa is refused, you will not be eligible to claim a refund.
- 4. Where a student has obtained an admission letter or visa but wishes to cancel their course prior to arrival in the UK or upon arrival at a UK airport is subsequently deported: In such an event, the student is required to approach the Embassy to cancel their visa and obtain a letter from the Embassy to state that the visa has been cancelled. Original visa cancellation letter must be produced. The applicant is then required to submit a refund request letter as stated above. The applicant will be entitled to a 50% refund of the tuition fee paid. This will be processed within twelve weeks of receiving request letter along with supporting documents.
- 5. Student enrolling in the UK: Students enrolling locally are not eligible for a refund under any circumstances.
- 6. Deception/Fraud: If the applicant or anyone acting on the applicant's behalf has used fraudulent measures or documents to gain enrolment at OCE or to support their visa application at the Embassy and has been subsequently refused a student visa will be NOT be entitled to a refund.
- 7. International students can register and start courses from home and then apply for a visa to finish their remaining modules, assignments and exams. The college will calculate and deduct fees calculated on to the course length, the number of modules and assignments finished before refunding any residual fees.



- 8. Withdrawn Students / Expelled Students: Students withdrawing from their course after arrival or expelled due to misconduct, failure to meet academic or financial commitments will not be entitled for a refund of any tuition fees paid.
- 9. Third Party Payments: Students must send a signed letter to confirm that they require the refund amount to be paid to a 3rd party if this is required. The letter must include name, address, and bank account details.
- 10. The Oxford College of Education provides educational services and are NOT immigration advisers. The College is not regulated to offer any immigration advice. If you require immigration advice, you should seek independent legal advice as the College cannot and do not offer any immigration advice. A list of government regulated immigration advisers can be obtained from the Office of the Immigration Services Commissioner (http://oisc.homeoffice.gov.uk/).
- 11. The College and its employees are not immigration advisers and therefore the responsibility for the validity and accuracy of a VISA application lies solely with the student. Please note that it is the student's sole responsibility to ensure that they meet the UKVI REQUIRMENTS.
- 12. The College cannot and will not be held responsible for any VISA refusal based on reasons which are within the student's reasonable control including, the student failing to provide the necessary documents, failing to demonstrate adequate financial support, submitting an incomplete application, false representations being made, or forgery of documents.
- 13. Students who have received a Visa by using our college name or documents or if a student's VISA application is refused due to fault attributable to the student, there will exist no entitlement to a refund under our Refunds Policy.
  - During the refund processing or until the final decision by the college, any solicitors, candidates, agents or parents should not misbehave, display aggressiveness, inflict or threaten violence to any member of staff, either verbally, physically or in writing. Should the college find evidence of this, no refund will be processed to this student.
- 14. During the refund processing or until the final decision by the college, any solicitors, candidates /agents or parents should not put any adverse comments on any social media, public or private forum which may tarnish or defame the reputation of the College. If the college finds evidence of this, any refunds owed will be rendered void. Additionally, the College may take legal action against you /your company.
- 15. This Policy must be read in conjunction with the Refund Policy and apply if only understand and agreed. Students' attention is particularly drawn to the fact that where they fail to apply for a refund 15 day prior to the Course Commencement Date, they will NOT qualify for a refund.
- 16. Students will NOT qualify for a refund where the student has obtained a VISA refusal for false representation being made, or forgery of documents
- 17. The course will be delivered either online or in blended format. International students who wish to undertake our courses and want to visit our campus to study their subject /course or who want to improve their grades /result /assignment under our physical supervision can apply for a Short-Term Study Visa which has a maximum six- or eleven-months duration.
  - To cancel your course, you must send an email to admissions@oxfordce.co.uk stating that you wish to cancel your course. Any purchase also comes with a consumer's right to a 14-day cooling-off period during which one may change their mind and obtain a full refund after deducting an admin cost of three hundred and fifty pounds.
- 18. If a student's VISA application has been refused (for circumstances other than false representation being made, or forgery of documents) then the fees paid will be refunded less an administration charge of £350 (plus any courier and transfer charges) on production of the following documents:
  - Copy of the VISA refusal letter
  - Copy of the student's passport showing both a photograph and signature; and
  - Where the payee was not the student, an original authority letter from the student authorising the repayment to the payee.
  - Where a student has failed to comply with the Refund Procedure, (Bullying aggressive behaviour-violence -breach refund policy) they will NOT be eligible for a refund save in exceptional circumstances.
- 19. If the student decided not to process his application anymore, he can then swap his /her payments to other students as long as both parties agreed with refund policies.
  - Student needs to pay the full amount, and the swap amount will be adjusted.
  - The college will not pay any commission for swap student.
  - If student pay fees by 2/3 instalment (only if college agreed) swap amount will be added to the last payment.
  - If a student visa is refused and he/she not entitled to get the refund, but college decided to swap his/her fees to other students, and if that swap student visa also refused, college will no refund swap amount, but rest of the costs will refund as long as a compliance with the refund policy.



- Once the student gives authority to swap his/her fees to another student, the original student has no right to claim any refund.
- 20. The college will verify the student's documentation before issuing the final Visa letter. If any false document has been submitted to the college, the student will not be eligible to get a refund.
- 21. If a student's initial visa application is refused and the student decides to challenge and do the Pre-Action Protocol / or Appeal / or tribunal /or upper tribunal, and the decision is that, the documentation was not genuine, no refund would be made.
- 22. No refund will be made if a 2nd-time visa is refused because of the false representation.
- 23. All our diploma courses are for 12 months. An international student could join our diploma courses online and finish the entire course online. However, if any student wants to visit our UK campus, complete some complicated modules, and attend face-to-face classes on campus, they can do so if they receive a valid visa.

If the Visit to study visa was refused. They can join online to finish the course. The student will pay only online course fees, and the different balance would refund to the student if they paid campus fees.

- 24. online Course: The student has the right to cancel the course after receiving a conditional offer letter or within 14 days after the payment. The refund will be made after a deduction of admin fees £350, awarding body registration fees, course materials, class or lesson or assignment brief has already given. No refund after 14 days of enrolment or payment or course start date. Online short course- No refund after the payment. Student must pay the first-year tuition fee before arrival. If an applicant decides to withdraw from a course either prior to or during the visa application process an administration charge of five hundred pound will be applied. This charge is in addition to the non-refundable fees. To enable your applicants to apply and confirm with confidence, we are offering a range of flexible study plans. In case your visa is refused, and you decide not to pursue any further with learning English courses/diploma courses face-to-face on our UK campus, we can register and enrol you for our online course instead. This online course will be the same as what you applied for to study in the UK and attend classes on campus. We will conduct these classes live via Zoom. We will deduct 50% of the fees since the course is conducted online, and the remaining 50% will be refunded after deducting administrative and registration fees. If you do not agree, please let us know in advance before issuing the final visa letter.
- 25. The refund application must be made within the 14 of the visa refusal. After 14 days, we will not accept the application and will not be qualified for the refund.
- 26. If the student appealed and lost their case. They need to inform the college immediately, and after 14 days, they will not accept.
- 27. If the immigration officer or Court confirmed that the documents were not genuine, the student would not be entitled to a refund.
- 28. College is right to cancel or withdraw student application/enrolment during the application process or the study period at Oxford college of Education for any suspicious activity, documents, misbehave.
- 29. College is right to cancel or withdraw student application/enrolment if the student cannot provide financial evidence that they have enough money for the course fees, maintenance fund, hotel quarantine (if needed) etc.
- 30. If the student misses or forgets to submit all the required documents with the visa application, the visa is refused for that reason. The college will not take any responsibility, and the student will not be entitled to a refund.
- 31. If a student's initial visa application is refused and the student decide to challenge against the decision and take the administrative review/ Pre-Action Protocol / or Appeal / or tribunal /or upper tribunal, until the final decision come, students are not entitled to claim the refund.
- 32. No refund: If the student faces the interview with the visa officer /entry clearance officer and cannot provide evidence and correct information.
- 33. No refund: If the visa officer checks and further investigates and finds incorrect or no response from the referee (for example: Bank, employers, school, college, or university etc).