

# For English language courses in the USA

*Last updated August 2019*

Kings reserves the right to change prices, to cancel or change courses and to amend timetables at any time prior to enrollment and to make additions or amendments to these terms and conditions by giving one month's written notice to all affected parties.

## **1. Enrollment Fee and Advanced Payment fee**

There is an enrollment fee payable on all courses.

## **2. Acceptance of enrollment**

We will acknowledge your application within 24 hours (Monday to Friday). Written acceptance of enrollment by Kings will be given upon receipt of the enrollment fee and constitutes a firm agreement for the period specified on the enrollment form.

There is a minimum age of 16 to enroll in all Kings courses aside from Intensive 25+ (minimum age of 25). Students below the minimum age may be considered for enrollment under special circumstances and upon direct approval from Kings.

## **3. Payment**

Fees can be paid by check, money order, credit card, or bank transfer. Bank charges for both sending and receiving banks are payable by the sender. **IMPORTANT:** when making your payment please ensure that you transmit sufficient funds to cover the bank charges and to cover the dollar amount shown on the invoice at the exchange rate of the day. Payment by credit card is subject to a surcharge of 2%, AMEX 3.5%. You will not be allowed to attend classes if fees are outstanding. You will be required to leave the course if you are not able to produce payment or proof of payment.

### **Kings Los Angeles**

- If your program is four months or less, you will be required to pay for all tuition and fees on the first day of instruction.
- If your program is more than four months, the first four months of tuition and fees must be paid on the first day of instruction. When 50 percent of the program has been offered, full payment of the remainder of the tuition and fees will be due.

### **All other locations**

- Full fees are due by the course start date.

## **4. Visa documentation**

Once we have received your enrollment fee, we will hold a place on the course and in accommodation and send all relevant visa documentation including the I-20, provided you have submitted proof of financial solvency. Please advise us as soon as your visa is granted.

## **5a. Cancellation due to visa refusal**

If your visa is refused, all fees will be refunded.

## **5b. Cancellation/Withdrawal for other reasons (Kings Boston/Kings New York)**

### **Cancellation**

If you cancel prior to the start of scheduled classes or never attend class (no show), all tuition, accommodation and insurance fees will be refunded, less any actual costs incurred. The enrollment fee and other service charges (e.g. airport transfer, courier fee, campus services fee) are non-refundable up to a maximum total of \$500.

If you are accepted by Kings and enter the US on a Kings I-20 and subsequently cancel prior to the start of scheduled classes or never attend class (no show), Kings may retain:

- For an enrollment period of fewer than 12 weeks, all the tuition charges for up to four weeks, actual housing costs incurred, and a maximum total of \$500 for non-refundable charges.
- For an enrollment period of 12 weeks or more, all the tuition charges for up to six weeks, actual housing costs incurred by the institution, and a maximum total of \$500 for non-refundable charges.

### **Withdrawal**

#### **5b (i) First Period of Financial Obligation (Initial Enrollment)**

If you are unable to complete your course after beginning studies, the following tuition refunds apply:

For students whose last day of attendance occurs at any point in the first four weeks, Kings will retain all charges applicable to the first four weeks.

For students whose last date of attendance occurs after the first four weeks but before or at the midpoint of their period of financial obligation, Kings will retain a prorated amount of tuition.

For students whose last date of attendance occurs after the midpoint, Kings will retain all of the charges for that period.

#### **5b (ii) Subsequent Periods of Financial Obligation or Enrollment periods (Extensions)**

For students who have completed the first period of financial obligation or extended their enrollment at Kings, but whose last date of attendance occurs before or at the midpoint of any subsequent period of financial obligation, Kings will retain a prorated amount of tuition for that period.

For students whose last date of attendance occurs after the midpoint of any subsequent period of financial obligation, Kings will retain all of the tuition for that period.

## **5c. Cancellation/Withdrawal for other reasons (Kings Los Angeles)**

### **Cancellation**

In accordance with regulations in the State of California:

Notice of cancellation must be in writing.

If notice of cancellation is made through attendance at the first class session, or the seventh day after enrollment, whichever is later, 100% of tuition will be refunded. Accommodation and insurance fees will be refunded less any actual costs incurred. The enrollment fee and other service charges (airport transfer, courier fee) are non-refundable up to a maximum total of \$250.

### **Withdrawal**

To cancel the enrollment agreement or withdraw, you may request the change to a Kings staff member. You will be given a refund calculation worksheet showing what your last day of attendance will be, as well as a refund quote based on your notice date and final date.

Notice of withdrawal may be in writing or may be effectuated by the student's conduct, including, but not necessarily limited to, lack of attendance.

If you are unable to complete your course after beginning studies, the following tuition refunds apply:

- If withdrawal occurs after completing 60 percent or less of the period of attendance, a pro rata refund will be given.
- If withdrawal occurs after completing over 60 percent of the period of attendance, no refund will be given.

In order to finalize a withdrawal, you must request the change to a Kings staff member. You will be given a Change Request Form (CRF) showing what your last day of attendance will be, as well as a refund quote based on your notice date and final date. Signing this form will finalize your withdrawal.

### **5d. Curtailment of Accommodation**

To cancel accommodation, a minimum of four weeks' notice must be given in writing to Kings staff. A refund will be made of the unused accommodation fee less the applicable notice period.

Students who move out without giving the proper notice period, or who must leave the residence due to conduct or disciplinary reasons, will be charged four weeks' accommodation fees in lieu of notice. A partial week may be counted as one week of accommodation.

### **5e. Curtailment of Insurance**

Insurance will be charged for all used weeks. A pro-rata refund will be made of the unused weeks. Students who do not give notification of cancellation (no show) or withdrawal will be charged the cost incurred from the start date to the date of determination of withdrawal/cancellation.

### **6. General Notes on Refunds**

- Bank charges — all refunds are paid minus any bank charges.
- Refunds are made to the fee-payer.
- Accommodation deposits — will be refunded to the fee-payer after deductions for any disbursements or damages.
- Late arrivals — no refunds are given for time missed due to arriving late for courses.

- If you are downgrading to a course with fewer lessons, you will be subject to the withdrawal policy in these terms for the initial course and subsequently rebooked to the new course using regular published tuition rates.
  - Refund Due Date
    - If you never attend class (no-show) or cancel prior to the class start date, all refunds will be made within 45 days of the first scheduled date of class or the date of cancellation, whichever is earlier.
    - If you withdraw, the refund due will be calculated using the last date of attendance and will be paid within 45 days for the documented date of determination. The date of determination is
      - (a) the date you give notice of withdrawal to Kings, or
      - (b) the date Kings administratively withdraws you, or
      - (c) the date Kings terminates you due to your failure to adhere to our attendance, conduct, or student progress policy.
- If you provide advanced notice of withdrawal such that the 45-day window ends before the last date of attendance, the refund will be paid within 45 calendar days from the last date of attendance.
- All tuition and non-tuition refunds will be calculated using regular published rates. Any applied promotion or past pricing will no longer be valid.
  - For Los Angeles, prorated tuition refunds will be calculated on a daily basis.
  - At all other locations, prorated tuition refunds will be calculated on a weekly basis.
  - All non-tuition items refunds will be calculated on a weekly basis.
  - When determining the number of weeks, Kings will consider a partial week the same as if a whole week were completed if you were present at least one day during the scheduled week.
  - In the event of Kings canceling or terminating a course, a full refund of all unused fees will be made.
  - Non-refundable fees are registration fee, courier fee, airport transfer and campus services fee.
  - Refund amounts will be based on a student's last date of attendance.
  - In the event no notice of withdrawal (written or verbal) is provided, Kings will automatically administratively withdraw the student after s/he has been absent for 10 consecutive school days (excluding scheduled breaks) and complete a refund calculation.
  - If you have enrolled with Kings through an agency, you have a contractual relationship with your agent that may affect your ability to obtain a refund. Payments made via an agency will be refunded through the agent and you will need to speak to your agency to confirm your final refund amount.

## **7. Academic and Teaching**

- All courses include a level assessment on or prior to arrival, orientation and regular progress tests. Students who successfully complete the course and attend at least 90% of lessons receive a Kings Certificate of Achievement.
- Courses usually start on a Monday (or Tuesday if Monday is a public holiday). Testing and orientation replace lessons on the first day at Kings.
- During high season, classes may run in the morning and/ or afternoon. A specific timetable cannot be guaranteed.
- Prices include teaching materials and use of course books. Students may need to purchase additional coursebooks or materials for specialized courses.
- Public exam fees are not included in the course prices.

If your course requires a minimum level of English, you must take a test prior to enrollment. You will be retested upon arrival for final academic placement. If, after the placement test taken on arrival at the school, you are found to be at a level which is not appropriate for your booked course, the school reserves the right to place you in an appropriate level class, which may have a different curriculum.

## **8. Discipline**

If your work, attendance or conduct is unsatisfactory, you will be subject to the School's disciplinary procedures. These procedures may lead ultimately to expulsion. Travel and other costs incurred as a result of expulsion must be met by the student or by the student's guardian. Attendance is

compulsory for all students and is a condition of a US student visa. Non attendance of students holding a Kings I-20 is reported to the Department of Homeland Security.

## **9. Accommodation and transfers**

Kings acts solely as agents (and not as principals) in the arranging and providing of homestay accommodation for students. Prices are per week (accommodation weeks are from Sunday to Saturday). No refund is given for early departure but a charge will be made for any extra nights. A partial week may be counted as one week's accommodation. Students arriving between 10pm and 6am may be asked to book alternative accommodation on their first night due to late/early arrival. All accommodation is non-smoking. Students are responsible for any damages caused to the host family's property or residence.

- Arrivals past 10pm require an airport transfer
- Any student arriving Saturday and/or departing Sunday will be charged for (an) extra night(s) if available and must book an airport transfer on arrival
- Any student arriving Monday – Friday will be charged a full week if available and must book an airport transfer

## **10. Insurance**

All Kings Education students must have appropriate accident and medical insurance during their time in the USA. Insurance to cover personal property, breakages, loss and damage is strongly recommended. Insurance booked through Kings is charged at a weekly rate.

## **11. Publicity materials and data protection**

Kings Education periodically uses electronic and traditional media for publicity or educational purposes.

Full details are contained in our Data Protection Policy:

[Go to Data Protection Policies \(GDPR\)](#)

## **12. Federal holidays and Center closure**

Courses are not held on public holidays (21 January, 27 May, 4 July, 2 September, 28–29 November 2019). No refund or compensation is given for lessons missed due to public holidays. The School is closed between 23 December 2019 and 5 January 2020 inclusive (schools re-open 6 January 2020).

## **13. Liability**

Kings shall not be liable under any circumstance for its failure to provide any services whatsoever if that failure is caused directly or indirectly by industrial action or by circumstances beyond the Kings' control. Any damage caused by a student to college property, to the homestay property or to a residence, whether intentional or not, will be charged to the student(s) responsible. Students in residential accommodation are jointly and severally liable for shared facilities and Kings reserves the right to recover costs for damage and exceptional cleaning.

Students hereby voluntarily release, hold harmless and agree to indemnify Kings, its agents, officers, employees, successors and assigns from any liability resulting from any claims, suits, procedures, costs, expenses, including attorney's fees, and causes of action of whatever kind or nature, including, but not limited to, a claim of Kings' negligence, resulting from any damage, loss, personal injury, disability, medical expenses, property damage or theft, arising from or out of the student's attendance or participation in the Kings program.

#### **14. Medical intervention**

The student or guardian (if under 18) grants authorization and consent to Kings to administer general first aid treatment for any minor injuries or illnesses experienced by the student. If the injury or illness is life threatening or in need of emergency treatment, Kings is authorized to summon any and all professional emergency personnel to attend, transport, and treat the student and to issue consent for any X-ray, anesthetic, blood transfusion, medication, or other medical diagnosis, treatment, or hospital care deemed advisable by any licensed medical professional or institution duly licensed to practice in the state in which such treatment is to occur. The student or guardian agrees to assume financial responsibility for all expenses of such care. Once medical/hospital treatment is completed, the student may be released back to Kings. The student or guardian (if under 18) agrees to allow Kings to contact and speak with the student's physician/dentist.

If you feel contrary to this, please advise Kings in writing so that we may keep a copy of this in the student file and we therefore act accordingly. Students will be required to provide medical history documentation prior to arrival in the US.

#### **15. Damage deposit**

For residential accommodation students may be charged an additional amount if damage has been caused to the residence, exceptional cleaning is required, or any of the housing rules and regulations have been violated.

#### **16. Activities and Excursions**

It is understood that students may participate in off-site social activities and excursions organized by Kings and/or external providers.

If your child is under 18, a guardian's permission is understood to be given for them to participate. Please advise Kings in writing if permission is not given in order to act accordingly.

#### **17. Jurisdiction**

In any dispute arising out of this contract, the parties expressly agree to submit to the jurisdiction of the courts of the USA having jurisdiction in the matter in question.