

## TERMS & CONDITIONS

Valid from 1st September 2008

Spinnaker College is committed to providing you with simple, clear and understandable terms and conditions. Please read them carefully and should you have any questions, please contact us by post, e-mail, fax or telephone. Our reception team will also be able to answer any questions you may have. The terms detailed below form the basis of an agreement between you (the student) and Spinnaker College (the College). The agents and representatives are only those companies or individuals whom Spinnaker College has authorized to act as agents or representatives; their activities are also governed by these terms and conditions. Please read our Terms and Conditions and other useful information before registering for any course.

### Enrolment & Tuition Fees

- The College will advise the student on all courses, fees and other matters based on the information that the student supplies to the College.
- The minimum age for enrolment for year round courses is 16 years.
- The minimum age for junior courses over the summer period is 12 years.
- The average number of students in a classroom is 8 the maximum number of students in a class is 14. It is 16 for ESOL Citizenship courses.
- For Visa Nationals, a minimum of 25% of the course fees and a registration fee of £50 must be received before an Offer Letter can be issued.
- Fees are not transferable to another student.

### What is Included in the Registration Fee

- One text book will be provided free of charge for every 12 weeks of study
- Certificate of Enrolment.
- Letters to open a bank account, register with a doctor (GP) etc.
- Immigration / Visa application letter.
- A Welcome Pack on arrival
- Free ADSL Internet access, subject to availability.
- One Spinnaker College student card.
- One attendance letter for visa extension or other purposes for each period of study.
- A certificate and a leaving pack at the end of the course.

### What is not included in the Tuition Fees

The following are not included in tuition fees and cannot be paid by instalments:

- Travel, for example to/from your host family accommodation or any other accommodation.
- Accommodation (for terms of payment for accommodation refer to the "Accommodation" section).
- Paper, pens, pencils, cassettes, stationery, photocopies and books (other than Class Student Books as stated above).
- External examination fees.
- Text books. (Other than Class Student Books as stated above)
- Personal property & health insurance.
- Social programme - except those events advertised as free or included.
- Bank charges on international money transfers and credit card charges.
- Airport transfer charges. (i.e. transport to or from the airport.) Travel to or from the college.

## Timetable

Class times are arranged as follows:

Morning Classes	9:00am – 12:15pm (includes a 15-minute break)
Afternoon Classes	1:15pm – 4:00pm (includes a 15-minute break)

## Cancellation Policy

In the event of a student needing to finish his / her course early, it is Spinnaker College's policy to refund any remaining tuition and accommodation fees, but the student has to give 4 weeks' notice. The refund is minus the cancellation fee equivalent to 4 weeks' tuition and also minus accommodation fees, if applicable. The registration fee of £50 is non-refundable.

## Refunds due to Visa Refusals

- All students are entitled to a refund of their fees/deposit paid. Spinnaker College will deduct administration fees as detailed below:
  - £150
- Refunds will be issued only if the following documents are presented to Spinnaker College:
  - Original of the letter of refusal from the UK Immigration Authorities or a fax sent to the College directly by the Immigration Authorities.
- Refunds may take up to 3 weeks to process.
- No refunds will be made if:
  - The visa application is withdrawn by the student (in this case normal cancellation rules will apply).
  - The student is asked to leave the country by British authorities.

## Holidays

- Fee reductions or extensions do not apply where a course includes a public holiday when the College is closed.
- Holidays may be taken if a course is 15 hours or more per week and more than 12 weeks long. If the course is less than 15 hours, holidays can be arranged at the discretion of the college.
- Holidays must be booked at least 1 week in advance and for a full week starting on a Monday.
- Absence from college cannot be converted into holidays.
- Please plan your holidays carefully as changes and cancellations could incur an administration fee.
- The school normally closes for Christmas / New Year period for 7 to 10 days.

## Accommodation

The College will make every effort to meet all the students' reasonable requirements. It is more likely that 1st Choice requests can be met in full when bookings are placed one month prior to arrival. In the event that the 1st Choice of accommodation is not available, Spinnaker College reserves the right to automatically place students in another type of available accommodation.

- Minimum booking for all accommodation is that the student stays in the accommodation for 2 weeks.
- All accommodation fees must be paid in advance directly to the College.
- An accommodation finding fee of £30 applies to each student.
- Arrival and departure dates may be changed in advance by special arrangement, subject to availability.
- Accommodation fees are non-refundable if the student arrives late or leaves early without sufficient notice. A two weeks' notice is required for cancelling accommodation.
- Cancellation due to visa refusal may incur a charge if we booked the accommodation before the visa was confirmed. You will be informed if this is necessary.

Please note the College will attempt to resolve any dispute with one of our Host Families. Requests to change accommodation after arrival are at the discretion of the College and subject to availability at the time of the request.

### Airport Transfer Bookings

- The airport pickup service can be booked for transfers to accommodation arranged by the College or to an accommodation address arranged privately by the individual.
- Private accommodation addresses must be provided in advance of the arrival date.
- Airport pickup fees must be paid in advance directly to the College, not to the Driver.
- The College will issue a Letter of Confirmation with the expected flight arrival details.
- The service includes a maximum of 2 hours waiting time for the driver from the time of arrival provided to the College. Additional waiting time is charged at £10 per half hour.
- Pickup service arrangements may be changed, subject to sufficient advanced notice. Please ask for details about any surcharges to be applied.
- The Letter of Confirmation will include the cab company name and emergency phone number. Students should show this document to the Driver before leaving the airport.
- The College is in no way responsible if students use a taxi company or form of transport which is different from what was arranged.

### Class Level

- All new students are required to take a Spinnaker College Placement Test or Tests.
- The result of the test(s) will place a student in the appropriate level for their chosen course. If the student does not agree with the level in which they have been placed and chooses to leave as a consequence, no refund of fees will be made. The student may discuss this matter with the Director of Studies whose decision will be final.
- Students may change their study level if this is agreed by the Director of Studies, and if the College procedures for class changes are followed.

### Use of Computers

- You will have access to computers with ADSL Internet access for your personal use.
- You will be required to book time on the computer.
- It is your responsibility to ensure that:
  - You do not access or contribute to inappropriate sites on the Internet e.g. pornographic sites or sites encouraging violence or racism.
  - You do not store personal files on the computers.
  - The use of the computers is strictly for educational or personal social use. You may not undertake any commercial activity.
  - The College is in no way responsible or liable for any loss of data/images/information or any consequent losses of any nature.

### Visa Conditions

- Records are kept of non-arrivals, non-attendance and attendance for all students on student visas. Students in breach of their entry clearance conditions will have action taken against them, including notification to the Home Office.
- If students terminate their course early, the Home Office will be notified of their withdrawal from their course at Spinnaker College.
- Students need to fulfil their course requirements, in order for them to remain on a student visa.

### Health and Safety

The following information relates to Health and Safety procedures, which will help us to provide a safe and comfortable environment for all our students and College staff. Please take time to read all the information carefully.

## Smoking and Drinking Policy

Smoking is prohibited within the College premises and the whole of the Prudential Buildings. The College has a strict no-smoking policy in compliance with government legislation. It is prohibited by British law for anyone under the age of 18 to purchase tobacco or cigarettes. It is not permitted to drink alcohol in Spinnaker College unless with permission – for example during a party.

## Fire Safety Procedures

The building is installed with a fire alarm system, which is tested every Monday at noon. Please refer to the floor plan for all the fire exits located on the ground floor. Fire extinguishers can be found near all fire exits.

In the event of a fire, the gathering point for all staff, students and visitors will be across the main street, by the Hippodrome House entranceway, opposite the main entrance of the Prudential Buildings. Care must be taken crossing the road. Do not stand in or near the road.

If you see a fire anywhere in the building, the alarms can be set off by breaking the glass panels of the fire alarm buttons located near the main exits of the building.

All College staff will be up-dated regularly on fire drill procedures and all staff and students undergo a fire drill practice four times a year.

## First Aid

Mehri Soltanmoradi is the appointed first aid administrator for the College, and she is qualified to deal with any first aid emergencies. First Aid boxes are kept in the College reception area and in the Staff Room.

## Students' Suggestions

We at Spinnaker College would like to hear the views of our students, and we welcome any suggestions that you may have. If any student wishes to make any suggestions towards the improvement of their time spent at the College, you are free to express your views by writing a suggestion and placing it in the Suggestion Box placed in the College reception area. If you prefer to make a suggestion verbally, you can do so by speaking to any member of staff. You will also be given the opportunity to complete a course questionnaire at regular periods and at the end of your time with us. There are also regular feedback sessions arranged by your teacher.

## Spinnaker College's Complaints and Disciplinary Policy

- Spinnaker College will not tolerate any abusive behaviour towards other students or members of staff. Unacceptable behaviour includes any harassment of any nature, extreme rudeness, offensive behaviour, bullying, actual or threatened violence, any damage to personal property, and verbal and other abuse based on racial, sexual or religious differences.
- Any abusive or unacceptable behaviour of the above nature should be reported to any member of staff. If a substantiated complaint and an investigation into any unacceptable behaviour is found to be valid, the student causing offence will be excluded from their course and from the college premises with immediate effect. The above refund policy of fees and accommodation costs will apply.
- If any student has a complaint against another student or member of staff that requires urgent attention, they should contact the Principal, the Director of Studies, the Manager or the College Administrator at Reception as soon as possible. If these people are unavailable, they should tell any member of staff – preferably a teacher. If there are valid grounds for complaint, the College will deal with the situation appropriately and with discretion and sensitivity.

## Students' Punctuality

- Students should aim to be on time for all enrolled classes. However, if there are circumstances beyond your control that will affect your punctuality, you should try to telephone the College Administrator, before the start of your class, who will then inform your teacher of your late arrival.
- Class teachers will make a note of all students who arrive late to class.
- If students are consistently late for their classes, the class teacher will need to speak to the student concerned to discuss the reason. The class teacher will notify the College Administrator of the outcome of the discussion.
- If the student's problem is resolved through discussion with the class teacher, the class teacher will still continue to monitor the student's punctuality.
- If you have a genuine reason for any continuous lateness, which may need attention or time to resolve, the class teacher along with the Director of Studies will try to provide assistance to help improve your punctuality.

## Students' Attendance

- The minimum course duration is one week.  
All students should attend all classes that they have enrolled for on their course. No refunds are given for classes that students are absent for, except under special circumstances.
- If you know that you will be absent on a certain day, prior notice should be given to your class teacher (preferably two days' notice).
- If you are absent due to illness, you should telephone the College Administrator as soon as possible, who will then notify your class teacher of your absence for that class.
- If students are absent for more than two consecutive days without prior notice, the College Administrator will telephone the student to enquire about their absence.
- Class teachers will keep a record of the attendance of their students, who will then pass the attendance rate of each student to the College Administrator at the end of the course.
- All students must have an 80% attendance rate in order to obtain a course attendance certificate at the end of the course.

## Assessments

You will be assessed before being placed in a class appropriate to your level. Your class teacher will monitor your progress, and you will be assessed on the material that you have covered. As stated above, movement from one level to another depends on how well you are progressing in your learning and this will be closely monitored by your teacher and the Director of Studies.

## Additional Terms and Conditions

### Abidance to British Law

We hope that your time in Portsmouth will give you an insight into the British way of life, and it is hoped that your time here will be well spent. It is essential that, as a student and a visitor to Britain, you abide by all British laws. It is forbidden by British law for any student under the age of 18 to buy and use tobacco, and for anyone under the age of 18 to purchase alcohol. It is also forbidden for anyone to use or possess any illegal drugs or substance. If any students are found breaking these laws, the College has the right to take the appropriate action.

### Force Majeure

A basic stipulation of the agreement/contract between students and Spinnaker College, or its representatives, is that neither Spinnaker College or its representatives are liable for refunds or damages, however arising, in cases where Spinnaker College is unable to fulfil any services to which they are contractually bound because of labour disputes, insufficient demand for classes or other reasons which are beyond their control.

### Liability

- The College, its employees and its representatives accept no responsibility for personal injury and/or loss or damage to personal property on the College premises whether as a result of fire, burglary, theft or otherwise. This condition also applies to public and private places included in College trips and excursions.
- The College is not responsible for the safekeeping and delivery of any post, fax etc. sent to students at the College address or for the safekeeping of exam results or certificates.

## General

- Photographs of the students may be used in the College's promotional and publicity material unless the student specifically objects. Students will not be paid for the time involved in the taking of such photographs and will assign to the College any rights to royalties they may have. The College reserves the right to use all photographs in any way the College sees appropriate in promoting itself and the copyright to all photographs shall belong to the College.
- Personal calls or messages can be taken by the College office on behalf of the students, except in cases of real emergency the College cannot guarantee prompt delivery. The student is expected to keep the College informed of any change to their address in the United Kingdom.
- It is the policy of Spinnaker College not to disclose personal details of any student to a third party (other than the appropriate authorities) without prior written authority of students.
- The College does not provide parking or storage facilities. Any items left at the premises or outside the College are left at the owner's risk.
- We regret that the College building is not suitable for the provision of facilities for the disabled and as a consequence it is unable to provide facilities for people with disabilities.
- The decisions of the Principal and Manager will be final and binding in all cases and for all students and/or their agents/representatives.
- The laws of England are applicable to the agreement and the conduct of Spinnaker College activities
- Those attending Spinnaker College's Summer School must comply with the directions given to them and abide by the rules of the course. We reserve the right to expel any student whose behaviour is disruptive or unacceptable. In this event, fees will be forfeited and all travel and extra costs will be borne by the student.
- All students are liable for any damage they may cause and will have to pay the full cost of replacement or repair.
- British law has strict penalties for shoplifting, possessing drugs and carrying self defence devices.
- All details in the brochure are published in good faith as at September 2008. The management of Spinnaker College reserves the right to alter any particulars, including fees, at its discretion.
- Students found to be misbehaving or using bad conduct will be asked to leave the college without refund.
- To the best of our knowledge all the information found in this web site was correct at the time of publishing, we do however reserve the right to change any detail without prior notice
- Spinnaker College accepts students on the assumption that they are in good health. We do not accept responsibility for any loss of, or damage to any property belonging to participants attending the courses. We do not accept responsibility for any loss of expenses due to delays or changes in air, rail, sea or other services, weather, quarantine, sickness, strikes or any other cause. We do not accept responsibility for any injury or loss of life to any participant, however caused.