

## **STANDARD TERMS AND CONDITIONS OF YOUR OFFER**

These terms and conditions represent an agreement between you and the European School of Economics, should you decide to accept our offer of admission. It is your responsibility to read them and make sure you understand them. Please ask if anything is unclear.

1. If you enrol with ESE as a student, you will be required to agree to abide by the statutes, ordinances and regulations of the European School of Economics for the time being in force.
2. ESE will communicate with you via phone, letter, email or text message. This will be based on the information you have provided on your application form. It is therefore vital that you regularly check your correspondence and inform the Admissions Office should there be any changes to this information. Due to the volume of applications received, it is your sole responsibility to ensure you do not miss deadlines/communication associated with your application.
3. ESE reserves the right to withdraw the offer of a place if unsatisfactory references are received, or if you fail to meet one or more of the conditions specified in your offer.
4. This offer and any subsequent enrolment are made on the basis that the information supplied in your application papers is true and complete, and that you hold the qualifications that you claim to hold. The offer and subsequent enrolment will be deemed null and void if you are found at any time to have misrepresented any aspect of your circumstances.
5. The information provided in your application papers will be retained by ESE, and will be used for the purpose of processing your enrolment and will form part of your student record after you have enrolled.
6. The application and registration fees are non-refundable at all stages and required for the issue of the Enrolment Letter (also suitable for Visa purposes).  
Tuition fees are payable annually in advance for the first year. You will need to pay the tuition fee by the due date or provide a satisfactory written undertaking from your sponsor (including the name and address of the person to whom invoices should be addressed) or Government

Loan Provider (\*if available) guaranteeing that your fees will be paid. Any refunds requests will be evaluated on a case-by-case basis. Refunds requested less than a month before the start of the course will not be considered.

7. Withdrawal and Suspension of Studies: The declaration of withdrawal and the cancellation of participation in the course of studies must, always and in any case, be sent by the student by registered post with a return receipt (In any case to be anticipated by email).

#### 7.1 Degree Courses

The student who submits a declaration of withdrawal within one month prior to the start date of the academic year, will have to pay a penalty equal to 10% of the tuition fee for each academic year of which the Course is composed and to which they will not take part as a result of the withdrawal.

The student who submits a declaration of withdrawal after the 31st calendar day prior to the start date of any academic year following the first academic year for which they enrolled must make the full payment of the academic year fee in addition to the 10% of the tuition fee of the residual academic years of which the Course is composed, without prejudice to the possibility to<sup>9</sup> (alternatively):

7.1.1 Attend the next edition of the Course or another E.S.E. Course within one (calendar) year from the start date of the academic year, without prejudice to (in both cases) the payment of any difference in the catalogue price;

7.1.2 Replace the student indicated in the application form with another person, of whom they must provide at the same time as the notice of withdrawal (in writing and in the manner that, if necessary, E.S.E. will indicate) all the personal details. In this case, the replacement will be effective only when the new applicant has met the criteria for entry requirements to the course and has signed all the documentation required by E.S.E. in order to validly participate in the Course.

7.1.3 The student has the right to suspend their participation in the Course for a maximum period of 12 months due to personal needs, without prejudice to the obligation to pay the amount due for full participation in all the academic years of which the course is composed.

#### 7.2 Short Courses:

The student who submits a declaration of withdrawal less than thirty days prior to the start date of any academic year, will have to pay a penalty equal to 10% of the tuition fee for each term of which the course is composed and to which will not take part as a result of the withdrawal.

Refunds will usually only be considered if the student withdraws more than 30 days before the start of the course.

## 8. Deposit and Fee Refunds:

The registration fee is non-refundable at all stages. The tuition fees you are required to pay for your programme(s) are outlined in the enrolment agreement. Current and applicable fees are published on the [website](#).

Students are always required to pay their registration fee prior to the issuing of the enrolment letter.

8.1.1 The tuition fee deposit is non-refundable except if the student has applied for a visa and has been refused (a refund will only be considered upon submission of an official visa refusal letter) and if one or several of the following circumstances apply:

- In the event of an error/default by ESE;
- If ESE terminates a course after the course start date and before the course completion date;
- If ESE does not provide a course as advertised and there are no viable avenues to resolve the discrepancies;
- If you have serious exceptional circumstances such as:
  - Death of close family member(s);
  - Serious personal accident or injury;
  - Medical emergency or requirement of long-term medical care of self or close family member(s);
  - Impact of natural disaster or civil disruption and ESE is unable to provide suitable teaching alternatives including virtual study or participating in the same course at another ESE centre.
- In the event of a rejected student visa application if you can provide evidence that the rejection was not due to your negligence or falsification of documentation, as per UKVI requirements. Please note that claims on this basis will need to be submitted at least 15 working days before the start date of your course.

8.1.2 The list above is non-exhaustive and a request for a tuition deposit refund may be considered on a case-by-case basis by ESE. An application for an exceptional circumstance refund of the tuition deposit due to illness or bereavement must be supported by documentary evidence from an official source before a refund can be approved. Refunds in relation to exceptional circumstances are at the discretion of the Bursar and will be evaluated on a case by case basis.

8.2 In the event that your visa application is refused, we will require you to provide a copy of the refusal notice issued by the Home Office/UKVI. Be advised, ESE will not provide a refund of a tuition deposit or any additional fees paid in the case of visa refusals if:

8.2.1 Your Student Route visa application is refused due to the submission of fraudulent/ incorrect documentation or failure to meet the UKVI's maintenance

requirements e.g., lack of sufficient funds held for at least 28 consecutive days.

8.2.2 Your Student Route visa or further leave to remain application is rejected due to breaching the conditions of your previous visa(s) (such as working more than the permitted 20 hours per week during term time or poor attendance).

8.2.3 Your Student Route visa application is refused due to a failure to demonstrate academic progression or exceeding the previous UK study limit (i.e., 2 or 5-year study cap) and the required information was either not previously disclosed or false information was provided to ESE.

8.2.4 Your Student Route visa application is refused due to a failure to disclose a previous criminal conviction or failure to disclose any other information to ESE or on your visa application form which has led to the visa refusal.

8.2.5 Your Student Route visa is granted but you are refused entry upon arrival in the United Kingdom due to unforeseen circumstances or because you are in breach of customs or immigration rules.

9. You are responsible for the payment of tuition fees. If your sponsor or Government Loan Provider fails to pay your tuition fees, you will become personally liable for the costs.

10. If you or your sponsor or Government Loan Provider fail to pay your tuition fee and associated academic fees like resits by the agreed due date, the European School of Economics reserves the right to withhold academic records.

11. If for any reason ESE is not able to place you in the course requested or something similar, all fees paid will be refunded.

12. When you accept our offer of a place, you accept our decision in relation to your fee status. This decision is made on the basis of the available evidence at the time. Decisions can only be changed in certain specific and exceptional cases once you have registered. If you think our decision is incorrect, you must appeal this prior to enrolment.

13. You are responsible for your own living expenses, and you must ensure that you have access to the necessary funding or Student Loan before the start of your course of study.

14. While ESE aims to deliver all courses as advertised, there may be limited circumstances where it becomes necessary to make changes to a course, including its content, structure, delivery method or location. Significant changes made to the structure or delivery of degree courses are made respecting the required procedures as outlined in the Academic Regulations, and, prior to any changes being made, each student enrolled and enrolling on the course will be informed in writing and asked to accept the change. These changes will only be made:

- to improve the quality of the course;
- in response to student feedback;
- due to changes in the law or regulatory requirements;

If changes are unexpected

- due to unexpected staff unavailability;
- if a course is undersubscribed;
- or due to events outside our reasonable control (see Clause 15 below).

ESE will notify you as early as possible by written communication, consult with affected students, and take all reasonable steps to minimise disruption. This may include offering a suitable alternative course, deferring enrolment, or offering a refund in line with our Student Protection Plan and Refund & Compensation Policy.

15. In a force majeure event where delays or disruptions to ESE's services are caused by circumstances beyond ESE's reasonable control, such as staff illness, strikes, failure of a third party to fulfill their obligations, natural disasters, severe weather, pandemics, civil unrest and/or government restrictions, ESE will:

- notify you in writing as soon as possible after the event to inform you about the impact upon ESE and its services;
- take reasonable steps to minimise the impact on you;
- continue to keep you informed about any continuing changes or disruptions;
- offer appropriate alternative arrangements (e.g., online learning or revised assessments); and
- consult with you about suitable remedies if a significant part of your course is disrupted for a prolonged period, which may include a partial refund or alternative study options in line with consumer protection law.

16. The European School of Economics is committed to helping you achieve successful outcomes from your studies. In the unlikely event of unforeseen circumstances, including those outside the College's control, we have outlined provisions to ensure you continue studying and to govern resulting changes having to be made to your modules or programmes. These are included in the Student Protection Plan, which will be considered annually by combined committees of Business Development and Academic Governance (which includes student representation via the ESE Students' Representatives). The Student Protection Plan is available to all students via the student portal and the website.

17. No term of the agreement between you and ESE is enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the agreement.

18. The School processes data in accordance with the principles of the UK General Data Protection Regulations and in compliance with the Data Protection Act (2018).

19. The agreement between you and ESE is governed by English law and subject to the exclusive jurisdiction of the English Courts.

**STUDENT CONTRACT**

**This form must be completed as requested and returned to ESE**

I, \_\_\_\_\_, hereby accept ESE's offer of admission as a student for the course \_\_\_\_\_

|  |  |
|--|--|
| Do you need a visa to study in the UK?   |  |
| Do you have a specific medical condition, disability or learning support need? We ask for this information to allow the school to evaluate what suitable support may be available to you for the duration of your intended programme of study. Please note that this information has no bearing on the academic assessment of your application. If you answer 'Yes,' then our Academic Advisor will contact you for further information. |  |
| Do you have a criminal conviction or any criminal charges/cases against you that are pending? if 'Yes,' then we will need to contact you for further information.  |  |

**Please provide the name and address of the person to whom invoices/financial statements should be sent:**

|           |  |
|-----------|--|
| Name      |  |
| Address   |  |
| Post Code |  |
| Country   |  |
| Email     |  |

- I have read the Students Terms & Conditions of my Offer and accept them as part of my contractual agreement with ESE;
- I have read and understood and accept the ESE's student privacy policy at [Privacy Policy](#);
- I have read and understood the Student Protection Plan on [ESE's website](#);
- I will sign and keep one copy of this letter and return the other copy to the admissions office;
- I understand that when I enrol, I will need to either pay my tuition fees or provide satisfactory evidence that I have applied for Government student funding;
- I have read and understand the [ESE's Compensation and Refund Policy](#) stating that application and registration fees are non-refundable;
- I have read and understand the [Extra Tuition Fee Schedule](#).

**Please Check**

Name:

Date:

**Please check the box if the student will be under 18 on the start date of your programme and provide parental / guardian signature:**

Name:

Date:

**Please complete and return either by:**

**Post:** ESE Admissions Office, 11-13 Mandeville Place, London, W1U 3AJ

**Email:** [admissions@eselondon.ac.uk](mailto:admissions@eselondon.ac.uk)