

English-medium degree programmes, Nankai University Terms and Conditions Academic year 2016/17

1. Application of the Terms and Conditions

- a. These terms and the offer letter (together the "Terms and Conditions") set out the contractual terms which apply between IUP Asia Limited ("IUPA") and students ("Students") to the English-medium academic degree programmes and any other IUPA programmes being offered at Nankai University in Tianjin, the People's Republic of China (each a "Programme")
- b. As such, Students should ensure they read the Terms and Conditions very carefully before signing and submitting their application for admission to Nankai University.

2. Application to the Programme and confirmation of acceptance

- a. To apply for a place on a Programme, Students should complete their application and submit it to IUPA's cnadmissions@into.uk.com.
- b. IUPA and Nankai University may accept or reject applications in its absolute discretion. If IUPA and Nankai University accept the application, Nankai University will issue a written offer of a place on a Programme to the Student (including any conditions relevant to the offer) (the "Offer Letter") together with an acceptance form for the Student to confirm their acceptance of the offer of the place.
- c. In order to accept the offer, the Student must:
 - i. complete and return to IUPA the acceptance form confirming acceptance of the offer of the place indicated in the Offer Letter;
 - ii. pay a deposit as described in the Offer Letter which will be used towards the tuition fees due for the Programme. The amount of the deposit required will be shown in the Offer Letter;
 - iii. pay the Uniplan Insurance premium (details of which are set out earlier in this brochure) and submit the completed Uniplan form to IUPA or proof of alternative insurance cover.
- iv. Sign the Student Services Contract.
- v. Students will also have to pay application fee of RMB1000 and registration fee of RMB400
- d. After completion of the actions listed in paragraph 2c above, the contract between the Student and IUPA is formed. However, if the offer is 'conditional', the contract shall not come into force unless and until the Student meets the conditions of the Offer Letter and completes the actions listed in paragraph 2c above.

3. Non-Academic Services

- a. IUPA will only be responsible for delivering non-academic services whilst Nankai University will be responsible for the delivery of the academic content of the programme.
- b. Non-academic services include:
 - i. liaising with Nankai University to ensure the smooth enrolment and programme participation of Students.
 - ii. providing multi-lingual student support and counseling regarding non-academic issues once students have enrolled and arrived on campus.
 - iii. 24-hour emergency support for Students that have enrolled and arrived on campus
- c. IUPA will maintain a student services support team on Nankai University campus, which will be responsible for providing student support. The team may be contacted at any time by Students, details as follows:

24 Hour Emergency Phone: +86 155 2205 8199

Email: intochina.nankai@intoglobal.com

4. Tuition Fees and Payment

- a. The balance of the tuition fees payable for the Programme and any insurance fees (if applicable) payable must be

paid to IUPA no later than six weeks prior to the start date of the Programme (which is stated in the Offer Letter).

- b. Tuition fees, insurance fees (if applicable), application fee and registration fee must be paid in full by bank transfer. Bank transfers can be paid in Chinese Yuan only.
- c. Tuition and insurance fees payable for subsequent years of the programme must be paid to IUPA according to the Payment Schedule on the Offer letter.
- d. If bank or credit card charges are incurred by IUPA on such payments, where these charges have been incurred through no fault of IUPA, these will be re-invoiced to the Student's account so that IUPA receives the payment in full.
- e. IUPA and Nankai University reserve the right to withdraw an offer and/or refuse enrolment in any Programme, where the student has not paid his/her tuition fees in full.

5. Other Fees

- a. Text books – Text books are not included in the Programme fees and the purchase of these is the responsibility of the student.
- b. The cost of student accommodation is not included in the fees, and the payment of accommodation rental is the responsibility of the student.

6. Overdue fees

- a. In cases of overdue payment of any of the fees owed by the Student, IUPA reserves the right to suspend or cancel tuition and to charge interest on the outstanding balance. Interest will be charged on any outstanding fees at the rate of 2.5% above the base rate of Barclays Bank per month or part thereof from the date of the invoice until payment.
- b. Academic transcripts and results certificates may be withheld if fees are still owed by the Student at the end of their Programme.
- c. Fees remain payable if a 'notice of withdrawal' has not been given in accordance with these Terms and Conditions.

7. Cancellation Charges

- a. Subject to paragraphs 9 and 10 below, if the Student wishes to cancel its place on the Programme prior to the Programme commencing, then, unless such cancellation is due to visa refusals, and/or academic and/or English conditions of the Student's Offer Letter not being met, the following charges apply:-

Academic programme

Tuition Fee Cancellation charges:

Prior to the 31st July 2016, a cancellation fee of £1,000 will apply.

After the 31st July 2016, full tuition and insurance fees will be forfeited.

- b. Cancellations must be made in writing to IUPA. Cancellations will become valid on the day the written notice is received by IUPA.
- c. Cancellation charges will be deducted from the tuition fees paid by the Student or, if no tuition fees have been paid by the Student, IUPA will invoice the Student for the cancellation charges. Payment shall be due within 30 days of the date of such invoice.
- d. Cancellation of a Programme includes cancellation of any Uniplan Insurance policy. Students will be charged for the length of insurance cover received so far and will be refunded a proportion of the premium for the unexpired period of cover less a RMB250.00 administration charge.
- e. If a student has already applied for, or obtained, a visa before cancelling, Nankai University will formally withdraw its sponsorship of the visa and/or request the visa to be revoked.

8. Contracts made by Distance Communication

- a. If a contract has been made between IUPA and the student for a place on the Programme and the contract has been accepted by the Student solely by means of distance communication (i.e. if up to the point when the contract is concluded there has been no face-to-face

contact between the Student and IUPA or IUPA's representative) then the contract between us is a "Distance Contract".

- b. Students are entitled to cancel a Distance Contract at any time up to the earlier of:
 - i. 7 days from the date when the Distance Contract is concluded.
- c. In order to cancel the Distance Contract, the Student must inform IUPA in writing at the IUPA Office, 9/F No. 901, The Lee Gardens, 33 Hysan Avenue, Causeway Bay, Hong Kong, within the time periods set out in paragraph (b) above.
- d. If any payment has been made by the Student to IUPA under these Terms and Conditions prior to the date of cancellation then a full refund will be provided by INTO using the same payment type as soon as possible but, in any event, within 30 days of receipt of the Student's notification of cancellation.

9. Cancellation or deferral because of Visa refusal/Visa delays

- a. Students are entitled to cancel or defer a Programme due to visa refusal or non receipt of a visa providing that the Student informs IUPA in writing and sends evidence to IUPA of the visa refusal or advises IUPA that the Student has not yet received the relevant visa from the Embassy as early as possible. Such notification and evidence must arrive at the IUPA Admissions Office (by email to cnadmissions@into.uk.com) no later than two weeks after the Student's proposed Course start date. Failure to provide the relevant information in the timescales set out in this paragraph (a) will result in normal cancellation charges applying and no fees already paid will be refunded.
- b. Cancellation charges will not be incurred provided that the Student complies with the requirements of paragraph 9a above (except for Uniplan Insurance cancellation fees which will apply as outlined above in paragraph 7d) and any deposit and/or tuition fees already paid will be refunded.
- c. If the visa refusal states that the visa has been refused due to any type of fraudulent activity then, notwithstanding paragraph 9b, full cancellation charges will apply.

10. Cancellation because conditions of offer are not met

- a. IUPA and Nankai University's offer to the Student is conditional upon the Student meeting the requirements set out in the Offer Letter. IUPA reserves the right to withdraw its offer to the Student if the requirements of the Offer Letter are not met.
- b. If a Student does not meet the conditions of the Offer Letter, provided that the Student informs IUPA in writing and sends evidence that the conditions have not been met as early as possible but at least four weeks before the Programme start date, no cancellation charges will be payable by the Student to IUPA. This information must arrive at the IUPA Admissions Office no later than four weeks before the Programme start date or the day after the Student's exam results are published (if this falls after the four week cut off point). If IUPA receives the relevant information (including evidence of the date of publication of the results if this falls after the four week cut off point) within the time lines outlined above, any deposits/fees already paid (minus the Uniplan Insurance cancellation fees as outlined above in paragraph 7d) will be refunded by IUPA to the Student. Failure to do this will result in normal cancellation charges applying (as set out above) and no fees will be refunded.

11. Deferrals

- a. A Student may defer the start of a Programme if the Student has been prevented by external events from starting the Programme, up to a maximum of two occasions. An external event includes (without limitation) serious illness or injury of the Student or of a close member of the Student's family.
- b. Students must ensure that any request to defer is accompanied by a full explanation of the reasons for the request, is presented in writing and reaches the INTO

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Admissions Office in the UK at least four weeks before the Course start date. If IUPA receives the request after this date, normal cancellation charges will apply (see the 'Cancellations Charges' section above). The request should also include details of the Student's preferred new start date for the Programme.

- c. All deferrals are subject to the availability of the requested chosen new Programme start date at the time IUPA receives the Student's request to defer.
- d. Any deferral requests in excess of the two occasions referred to above will be considered by the IUPA Admissions Office on a case-by-case basis and acceptance of a deferral request will be at the sole discretion of the IUPA Admissions Office.
- e. If a student defers the start of a Program, any pre-arranged student accommodation will be cancelled. The student will need to re-book accommodation for the new start date and accommodation is subject to availability at that time.
- f. If the reason for deferral is due to visa refusal, the provisions set out under section 9 above shall apply.

12. Academic criteria and attendance

- a. Students are accepted onto the Programme on the strict understanding that progression through the Programme and successful completion of the Programme are conditional upon satisfactory attendance and successful attainment of specified progression grades.
- b. Students are accepted onto a Programme on the strict understanding that they attend 95% of all classes (calculated per semester). By signing the application form, the Student accepts that if they fail to attend 95% of all classes without good reason, or without the permission of Nankai University, they may be deemed to have withdrawn or be required to leave the Programme.
- c. During the Programme induction all Students will be made aware of the criteria for successful completion of the Programme. The assessment of student performance may take into consideration coursework, examination results, attendance, effort in class and homework.
- d. Students who do not meet the attainment criteria for successful completion will not be allowed to proceed with their intended study plan. In such cases, Students will be offered advice on suitable alternative study options.

13. Leaving a Programme early

- a. If a Student wishes to withdraw from their Programme, they must notify IUPA in writing as described above in the section 'Cancellation'. Once a student has arrived at Nankai University no course fees will be refunded if the Student withdraws.
- b. Accommodation cancellation charges will apply as outlined at paragraph 18 below.

14. Behaviour and welfare

- a. By signing the application form, the Student consents to IUPA requesting and receiving any relevant information from any IUPA school, service or centre concerning the Student's behaviour and welfare.
- b. In the case of welfare and/or pastoral problems or concerns, the Student should in the first instance refer to the IUPA Pre-Departure Guide or contact the Student Services Manager

15. Arrivals

- a. Students must meet any minimum age requirements listed under the appropriate course key facts section of the brochure. Students must arrive at the Centre on the weekend before the course start date and register on the published start date.
- b. Late arrivals – IUPA expects all Students to arrive and start their Programme on the scheduled start date. However, IUPA recognises that Students are sometimes delayed for unavoidable reasons (these would include, for example, cancellation of or delays to flights or other transport). In exceptional cases, IUPA will allow Students to arrive up to two weeks after the published start date for academic Programmes. No discount or refund of fees will be given for late arrivals.

16. Accommodation

- a. Accommodation is allocated as per the instructions on the application form and upon receipt of the signed copy of the Student's Acceptance Form and Accommodation Booking Form
- b. Nankai University accommodation is available to Students who are registered on full-time IUPA Programmes as well as other Nankai University international students not registered on full-time IUPA.
- c. Accommodation is not available to family members of Students (unless they are also registered on full-time Programmes at IUPA).
- d. Students staying in twin rooms are allocated to stay with some one of the same sex. Allocation is carried out by Nankai University. Room allocation changes are at the discretion of Nankai University accommodation staff.
- d. IUPA advises Students to insure their personal belongings. IUPA and Nankai University shall have no liability for any loss, theft and/or damage to Students' personal belongings. IUPA can provide details of insurance policies on request.
- e. Where a Programme spans a holiday period accommodation will still be charged for those periods at the same rate.
- g. Breakages - Students are responsible for payment of any damage caused by them to property owned or occupied by the Nankai University. Students in residential accommodation may be required to sign an inventory on arrival and departure.

17. Accommodation fees

- a. A minimum of three months accommodation fees are payable to Nankai University upon the student's arrival, independent of intended length of stay.
- b. Students must pay a RMB 100 accommodation deposit and a RMB 100 Television fee on check in.
- b. All payment for accommodation must be made in cash in Chinese Yuan RMB.

18. Accommodation changes or cancellation

- a. Students are permitted to leave accommodation at Nankai University, at any time, however if the total period of stay does not reach a minimum of 90 days, the Student will be liable to pay a higher daily rate of rent..

19. Meal plans

- a. There are no meal plans available at Nankai, however students can eat at Nankai's canteens.

20. Airport pick-ups

- a. Airport pick-ups may be booked as specified earlier in this brochure. The Airport pick-up will be for the passenger named on the application form only or for named Students if Students agree in advance (and notify IUPA) that they wish to share an airport pick up.
- b. Additional family members or chaperones accompanying the named passenger will be charged additional fees.
- c. IUPA will provide a free of charge personal pickup service for students arriving on the Saturday and Sunday before the programme commences. The free pickup service is only available at Tianjin Airport or Tianjin Railway Station, Students arriving before or after this period will need to arrange their own transport to the University campus. Alternatively IUPA staff can help to arrange taxi pickup. Students are responsible to cover all costs of this service
- d. Free of charge personal pickups will only be guaranteed for the students who completed and returned their Arrival Form at least 5 working days before their arrival date. Completed Arrival Form should be returned to cnadmissions@into.uk.com.

- e. Students should inform IUPA by telephoning the IUPA emergency telephone number (as publicised in the pre-departure guide), that their pick-up will not be required or will be delayed before they leave the departure airport.

21. Record keeping duties under Immigration rules

- a. Nankai University is required to keep a copy of Students' passport, residence permit and student contact details.
- b. Under the Immigration rules Nankai University will report to the PSB in the following circumstances:
 - i. if the Student fails to enrol on the Programme within the enrolment period;
 - ii. if Nankai University stops being the Student's immigration sponsor for any other reason, for example, if the Student moves into an immigration category that does not need an approved education provider;
 - iii. if there are any significant changes in the Student's circumstances, for example, if the length of a course of study becomes shorter; or
 - iv. if Nankai University has any suspicions that the Student is breaking any conditions attached to their permission.

22. Medical treatment and accident insurance

- a. Acceptance by the Student, of a place to study at IUPA indicates that the Student gives permission for the administration of first aid and appropriate non-prescription medication to the Student if required.
- b. All Students must maintain a valid and comprehensive medical and accident insurance policy for the duration of their stay. Students unable to provide evidence of adequate cover at the time of their application are required to take up the Uniplan Insurance cover as a condition of enrolment.

23. Student information

- a. Students agree that copies of their regular reports on their academic progress and performance can be supplied to parents, sponsors or agents without notification. Consent is hereby given by the Student to the above until formally withdrawn in writing.
- b. Students agree that if IUPA has serious concerns about their welfare, IUPA can contact their parents or family members without notification. Consent is hereby given by the Student to the above until formally withdrawn in writing.
- c. Nankai University is obliged to report visa status, attendance records and China contact details to relevant P.R. China government bodies and will do so in accordance with its legal obligations under relevant legislation
- d. IUPA will process personal information provided to it by Students in accordance with Hong Kong law. For further information about how IUPA handles and uses personal data please see IUPA's Privacy Policy, which can be viewed at www.intohigher.com/uk-en-gb/footer/legal-and-privacy.aspx.

24. Liability

- a. Subject to the following, IUPA (including its staff and/or representatives) shall have no liability to the Student for any loss, damage, costs or expenses arising under or in connection with these Terms and Conditions except where such loss or damage is directly caused by IUPA (or its staff or representatives).
- b. Where such loss or damage is directly caused by IUPA (or its staff or representatives), IUPA's liability shall, subject to the following, be limited to 150% of all fees paid or payable by the Student to IUPA.
- c. Nothing in these Terms and Conditions shall exclude or restrict IUPA's liability for death or personal injury resulting from its negligence or fraudulent misrepresentation or in any other circumstances where liability may not be so limited under any applicable law.
- d. IUPA shall have no liability for failure or delay to supply the Course and/or any service contemplated by these Terms and Conditions due to circumstances beyond its reasonable control.

25. Disclaimer

- a. This terms and conditions are prepared in advance of the academic year to which it relates. The information is correct at the time of going to press (December 2013) and the Programmes and services described herein are those which IUPA is planning to offer. However, IUPA reserves the right, to amend, add or remove any Programmes

and/or services set out in this brochure and/or the timetable, delivery, content syllabus and assessment of such Courses. Nankai University also reserves the right to amend the regulations governing the Programmes without prior notice. IUPA therefore strongly recommends that immediately prior to making any application IUPA or accepting any offer from IUPA Students should refer to the most up-to-date version of the Programme descriptions and specifications and the regulations on the INTO website.

- b. IUPA also reserves the right to make variations to the contents and methods of delivery of the Programmes and services, to discontinue Programmes and services, and to combine and merge Programmes, if such action is reasonably considered to be necessary by IUPA.
- c. Applicants to Nankai University Programmes will be notified as soon as practicable of any material changes likely to have a bearing on their application, such as cancellation of, or major modification to Programmes or, changes to accommodation provision or fees and charges to be levied by Nankai University.
- d. IUPA in marketing its Programmes aims to comply with the Hong Kong Code of Advertising Practice issued by the Advertising Standards Authority.

26. Equal Opportunities

- a. IUPA operates an equal opportunities admissions policy. It aims to ensure that no applicant will receive less favourable treatment on the grounds of age, sex, marital status, race, colour, nationality, ethnic origin, sexual orientation, or political or religious belief.
- b. IUPA welcomes applications from candidates with disabilities.

27. Entire Agreement

- a. These Terms and Conditions and the Contract for Non-Academic Services constitute the entire agreement between IUPA and the Student for the provision of English language Courses and/or academic Courses and any other IUPA Course.
- b. These Terms and Conditions supersede any promises, representations, warranties whether written or oral made by or on behalf of one party to the other.

28. Changes to these Terms and Conditions

- a. IUPA reserves the right to vary these Terms and Conditions without the consent of the Student at any time prior to entering into a contract with the Student. In such circumstances, IUPA will provide a revised set of Terms and Conditions.

29. Transfer of these Terms and Conditions

- a. IUPA may assign, transfer, or sub-contract in whole or in part some or all of the benefit and/or burden of these Terms and Conditions.

30. Severance

- a. If any court or competent authority finds that any provision of these Terms and Conditions (or part of any provision) are invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms and Conditions shall not be affected.

31. Governing Law and Jurisdiction

- a. The formation, existence, construction, performance, validity and any dispute (including non-contractual disputes) arising out of or in connection with the subject matter or formation of these Terms and Conditions shall be governed by and construed in accordance with Hong Kong law.
- b. The Hong Kong Courts will have exclusive jurisdiction to settle any disputes (including any non-contractual disputes) which may arise out of or in connection with these Terms and Conditions. Students and INTO agree to submit to the exclusive jurisdiction of the Hong Kong Courts.

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