TERMS AND CONDITIONS

2020 / 2021

INTO Manchester in Partnership with Manchester Metropolitan University

Terms and Conditions

2020/2021

These terms and conditions consist of both Part A and Part B, which shall apply to any and all parts of the Course that are taught by the INTO Centre. In the event any part of the Course is taught online, the provisions in Part B shall apply and replace the corresponding provisions in Part A.

PART A

1. Application of the Terms and Conditions

a. These terms, together with those terms contained in any Offer Letter, (together the “Terms and Conditions”) set out the contractual terms which apply between INTO Manchester Limited, [a limited company] registered in England with company number 6438137 and whose registered office is at One, Gloucester Place, Brighton, BN1 4AA (“INTO Centre”/"we") and any person (the "Student"/"you") and any person (the "Student"/"you") who wishes to study a programme (the “Course”) at the INTO Centre.

b. As such, you should ensure you read these Terms and Conditions very carefully before signing and submitting your application for admission onto a Course at the INTO Centre (the "Application Form").

c. The following rules of interpretation will apply to these Terms and Conditions:

   i. Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.

   ii. Unless the context otherwise requires, a reference to one gender shall include a reference to other genders.

   iii. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

   iv. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

   v. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under the statute or statutory provision.

d. The Foundation Course in Art and Design is delivered by INTO Manchester and validated by Manchester Metropolitan University and is an award of Manchester Metropolitan University. Science and Business and Humanities Foundation Courses and International Year One Courses are delivered the INTO Centre and validated by NCUK. All awards for the Science and Business and Humanities Foundation Courses and International Year One are awards of NCUK.

2. Application to the Course and Confirmation of Acceptance

a. To apply for a place on a Course, you should complete the Application Form and submit it to the INTO Admissions Office in accordance with the instructions detailed in the Application Form.

b. INTO may accept or reject your Application Form at its absolute discretion. If INTO decides to accept your Application Form, INTO will issue you with a written offer of a place on a Course, which will include any conditions that must be met by you and for which the offer is conditional upon (the “Offer Letter”), together with an acceptance form which you must complete if you wish to accept the offer (the "Acceptance Form").

c. In order to accept the offer, you must either:

i. complete and return the Acceptance Form confirming acceptance of the offer of the place indicated in the Offer Letter (details of where to return your completed Acceptance Form can be found in the Offer Letter); or

ii. if you originally accepted an offer of a place for your Course to be taught wholly face to face in the UK you will have accepted a set of terms and conditions (the “Original Terms and Conditions”). The Original Terms and Conditions are amended and replaced by these Terms and Conditions pursuant to paragraph 32 of the Original Terms and Conditions; and

ii. in addition to carrying out the actions in (i) and (ii) above, pay the initial payments:

the tuition fee initial payment (the "Tuition Initial Payment"); and

the accommodation initial payment (the "Accommodation Initial Payment") as applicable,

(together "the Initial Payments"). The Initial Payments details will be set out in the Offer Letter and will be deducted from the Course tuition fees and the accommodation costs; and

iii. where applicable, pay the Uniplan Insurance Premium as set out in the Offer Letter (the "Premium") or provide proof of an alternative insurance cover acceptable to INTO.

d. After completion of the actions listed in paragraph 2c above, the contract between the Student and the INTO Centre is formed and will not terminate until either the Course that you are enrolled on comes to an end and you have received all your results, including those relating to any resits; or you cancel or withdraw from the Course; or you are withdrawn from the Course by the INTO Centre, in accordance with these Terms and Conditions. However, if the offer is ‘conditional’ on the Student meeting certain criteria (as set out in the Offer Letter), the contract shall not come into force unless and until the Student meets those conditions in addition to completing the actions listed in paragraph 2c above.

3. Course Fees and Payment

a. A breakdown of the fees payable by the Student (the "Fees") are set out in the 'Pro Forma Invoice of Fees' (the "Invoice") included in the Offer Letter. The balance of the Invoice, i.e. the total amount due less the Initial Payments and, if applicable, the Premium, must be paid to INTO at least six weeks prior to the start date of the Course (as stated in the Offer Letter) (the "Payment Due Date"). INTO reserves the right to make changes to the amount of Fees due should changes to your study plan be made.

b. Students are advised there may be other costs associated with their Course which are payable by the Student. Details of the additional fees payable for a Course can be found at www.intostudy.com. Additional fees that may be payable include, but are not limited to:

i. Textbooks – Textbooks and/or appropriate Course materials (the “Materials”) will be supplied to Students on enrolment. Students will be invoiced for the Materials on the Invoice which, together with the rest of the Fees, shall be payable by the Payment Due Date. The cost of the Materials will vary depending on the particular Course being studied, however, the amount payable for the Materials shall be as set out in the Invoice.

ii. Laboratory/studio/workshop fees – Students who are enrolled on Courses requiring the use of a laboratory, workshop or studio will be charged a fee to cover the use of the laboratory, workshop or studio facilities. Students will be invoiced for this fee on the Invoice which, together with the rest of the Fees, shall be payable by the Payment Due Date.

iii. Enrolment fee – Some Courses may incur an enrolment fee. Students will be invoiced for this fee on the Invoice which, together with the rest of the Fees, shall be payable by the Payment Due Date.

iv. Incidental costs - There may be other incidental costs associated with a Course which are payable by the Student, for example, the cost of a field trip which the Student is required to attend as part of their Course. Incidental costs will vary, depending on the Course being studied.

c. All fees set out in the Invoice must be paid in full by the Payment Due Date. Payment must be made in pounds sterling or any other applicable currency offered on INTO's online student payment platform ("INTOPay") and be by bank transfer, credit card or debit card or any other payment method offered on INTOPay. In exceptional circumstances, payment can also be made by cheque or banker's draft, subject to the prior written approval of INTO.

d. Payments should be made to INTO using INTOPay which offers a number of payment options. Details of how to access INTOPay are provided in the Invoice. If the Student chooses to pay in local currency, a foreign currency exchange rate will be applied. The full amount payable under the various payment options can be viewed via INTOPay at the time and date of the payment process.

e. When payment has been made through INTOPay, funds will always be applied to any applicable processing fees and/or surcharges in the first instance with remaining funds then being applied to the relevant fees outstanding on the Student account. Any shortfall will be shown against the Student account so that INTO receives the payment in full. Credit and debit card charges may, to the extent permitted by law, be applied.

f. Bank transfers can be made in pounds sterling or any other applicable currency offered on INTOPay. When the payer selects their chosen payment method and currency on INTOPay, the applicable exchange rate that the payer will be charged will be provided. INTO will guarantee this rate for five UK business days. After five UK business days the payer will be charged at the exchange rate applicable on the date on which the actual transfer was made. If this results in a shortfall of fees paid to INTO, these will be shown against the Student account so that INTO receives the payment in full. A UK business day is a day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

g. The Tuition Initial Payment and if applicable the Accommodation Initial Payment and the Premium, which must be paid in order to accept an offer (as detailed in paragraph 2(c)) are non-refundable unless (i) the Student is unable to meet visa requirements (in which case the Student will be required to provide an official visa rejection letter to INTO, further details of which are set out in paragraph 10 below) or (ii) the Student fails to meet the conditions of the offer (further details of which are set out in paragraph 11 below).

h. Any variation to the standard payment terms contained in this paragraph 3 can only be made with the prior written agreement of INTO.

i. INTO will not accept cash payments greater than a total of £500 towards the amounts detailed on the Invoice during the period the Student contracts with INTO. Any refund of the Fees will not be repaid in cash.

4. Repayment of Refunds

a. Refunds of any payment made to INTO will only be made to the individual or organisation that originally paid the funds. Refunds will be paid within 60 days of the refund being approved. If a third party has paid the funds on behalf of the Student, INTO is unable to refund the funds directly to the Student and any refund will be made directly to the third party who originally paid the funds.

b. All Fees that have been paid by debit or credit card will be refunded to the original card used for payment. If the payment was originally made in foreign currency, this will be credited back to the original payee at the exchange rate at which the original payment was made. Refunds may have to be made in more than one transaction if the refund refers to more than one payment made by the payer.

c. Only Fees will be refundable; any associated processing fees or credit card fees are not refundable. Refunds will, to the extent permitted by law, also incur processing and credit card fees.

d. All Fees that are being paid by bank transfer will only be refunded to the original payee account. If the original payment was made in foreign currency, the refund will be made in pounds sterling. Proof of payment such as a receipt or a bank statement showing payment from that account must be produced for a refund to take place. Failure to do so may delay the refund or prevent it altogether.

5. Overdue Fees

a. Where the Fees are not paid by the Payment Due Date, interest will be charged on any outstanding Fees at the rate of 2.5% above the base rate of HSBC Bank Plc per month from the Payment Due Date until the date payment is received by INTO.

b. If Fees become overdue, INTO reserves the right to suspend or cancel tuition. INTO additionally reserves the right to withhold any academic certificates and/or awards if Fees in respect of tuition are still owed by the Student at the end of their Course.

c. In the event INTO suspends or cancels tuition pursuant to paragraph 5(b) above, the Fees shall remain payable by the Student.

6. Changes to Confirmation of Acceptance for Studies ("CAS")

a. If the Student requires a CAS to study their Course in the UK INTO will issue a CAS in line with UK Government requirements in force at the time before the Student's Course start date provided that:

i. the Student's offer is unconditional save for obtaining a valid visa; and

ii. the Student has paid all the Fees due as set out in the Invoice.

b. Before issuing the CAS, INTO will confirm with the Student that the details to be included in the CAS are correct. Once the Student has confirmed the details are correct, INTO will submit the details to the Home Office.

c. If the Student requests any changes to the information on the CAS after INTO has submitted the details to the Home Office, meaning a new CAS is required (other than an update to the 'Fees paid to date' information after making further payments), the Student will be charged for each request at the prevailing rate as set directly by the Home Office.

d. Given the Covid-19 pandemic, the UK Government may alter or amend the current requirements relating to the issuance of a CAS and INTO will update the Student in the event the current rules are changed.

7. Cancellation

a. Cancellation before the Course commencement date:

i. If the Student cancels their place on the Course upto and including the day before the Course commencement date, the Student shall receive a refund of all Fees paid to INTO (unless they defer their place) less any part of the Premium which is non-refundable due to the Student having travelled, made a claim or suffered an incident which is likely to give rise to a claim.

Cancellation after the Course commencement date:

i. The Student shall have a cooling off period of seven (7) days from and including the Course commencement date (the "Cooling Off Period") in which to cancel their place on the Course. If the Student cancels their Course during the Cooling Off Period, the Student shall receive a refund of all Fees paid to INTO (unless they defer their place) less any part of the Premium which is non-refundable due to the Student having travelled, made a claim or suffered an incident which is likely to give rise to a claim;

; and

ii. If the Student cancels their Course after the Cooling Off Period but up to six (6) weeks after the Course commencement date the Student will incur a cancellation fee of the entire first term's tuition fees; and

iii. if the Student cancels the Course later than six (6) weeks after the Course commencement date the Student will incur a cancellation fee of the entire term's fees in respect of the term in which the Student gives notice of their cancellation plus the following term's tuition fees in full.

Accommodation Fee Cancellation Charges:

i. Four (4) weeks or more before the Course commencement date: cancellation fee of £500.00;

ii. Less than four (4) weeks before the Course commencement date: cancellation fee of £1,000.00; and

iii. Cancellation after the Course commencement date: cancellation fee will be the entire balance of the accommodation fee owed by the Student.

(together "the Cancellation Charges")

b. Cancellations must be made by email to UKadmissions@intoglobal.com. Cancellations will become valid on the day the written notice is received by INTO in accordance with paragraph 37.

c. The Cancellation Charges will be deducted from the Initial Payment and/or any Fees paid by the Student at the time of cancellation. If no Initial Payment and/or Fees have been paid by the Student, INTO will invoice the Student for the Cancellation Charges. Payment of the Cancellation Charges shall be due within 30 days of the date of such invoice.

d. Cancellation of a Course results in the cancellation of any Uniplan Insurance Policy.

On cancellation, if applicable, INTO will refund the Premium less:

a) a charge for the period you have been insured, unless you have travelled, made a claim or suffered an incident that is likely to give rise to a claim, in which case no refund will be due; and

b) a £25 administration charge.

(together the "Uniplan Insurance Cancellation Fees").

e. For the avoidance of doubt, the other costs associated with the Course as set out in paragraph 3(b) shall not be refunded if the cancellation occurs after the Course commencement date.

8. Leaving a Course Early ("Withdrawing")

a. If you wish to Withdraw from a Course after the Course has commenced, you must notify INTO in writing as described in paragraph 7(b) and the Cancellation Charges as set out in paragraph 7(a) will apply ..

b. If you withdraw from a Course, you will no longer be entitled to attend lectures, classes or seminars, use the INTO Centre's facilities or services, submit assessments or take tests/examinations.

9. Contracts Made by Distance Communication

a. Notwithstanding the provisions of paragraph 7, if INTO has made its offer for a place on the Course and the offer 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 INTO or INTO's representative) then the contract between you and the INTO centre is a "Distance Contract".

b. Students are entitled to cancel a Distance Contract 14 days after the day the contract is entered into between the Student and the INTO Centre, i.e. within 14 days after the day set out in paragraph 2(d).

c. In order to cancel the Distance Contract, the Student must inform INTO by email to UKadmissions@intoglobal.com within the time period set out in paragraph 9(b) above. The Student should use the Model Cancellation Form (found at Appendix A of these Terms and Conditions) when notifying INTO.

d. If any Fees have been paid under a Distance Contract prior to the date of cancellation specified in 9(c), then a full refund will be provided by INTO using the same payment type, as soon as possible but, in any event, within 14 days of receipt of the Student's notification of cancellation.

10. Cancellation or Deferral Because of Visa Refusal/Visa Delays

a. Students are responsible for reviewing the current UK Visas and Immigration ("UKVI") requirements (the "UKVI Requirements") and ensuring that all relevant documentation submitted by them complies with the UKVI Requirements. INTO will offer advice to Students regarding the UKVI Requirements, however, the sole responsibility for submitting UKVI compliant documentation rests with the Student.

b. Students are entitled to cancel or defer their Course if they have not yet commenced it due to the refusal or non-receipt of a visa provided that (i) the Student informs INTO in writing and sends evidence to INTO of the visa refusal or (ii) the Student advises INTO that they have not yet received their visa. In both (i) and (ii) the Student must notify INTO as early as possible and in any event no later than two weeks after the Student's proposed Course start date (or one week for English language Courses). The INTO Centre has sole discretion as to whether to allow a Student to defer their Course if it reasonably considers the Student is at high risk of future visa refusal.

c. Cancellation Charges (except for Uniplan Insurance Cancellation Fees) which will apply as outlined above in paragraph 7(d)) will not be incurred in the circumstances described in paragraph 10(b) above, provided that the Student complies with the notice requirements set out in paragraph 10(b) and the Initial Payments and/or any Fees already paid will be refunded accordingly. Failure to provide the relevant information in the timescales set out in paragraph 10(b) will result in the Cancellation Charges applying as set out in paragraph 7.

d. If the visa refusal states the visa has been refused due to any type of fraudulent activity or deliberate omission by, on behalf of or with the knowledge of the Student, the provisions of paragraph 10(c) shall not apply and the Student shall be liable for the Initial Payment and the Premium which will become non-refundable. In addition, the Student shall be liable for the total of all claims, damages, losses and expenses incurred by INTO arising as a result of such fraud or deliberate omission, including all losses that were not foreseeable at the date the contract between INTO and the Student was entered into including, but not limited to, any costs incurred by INTO in complying with any internal or external investigation.

e. On occasion, INTO will need to contact the Home Office to clarify details on outstanding visa applications and previous immigration history. Any such contact or related sharing with UKVI of your personal data will be carried out in accordance with the General Data Protection Regulation 2016/679 and the Data Protection Act 2018. Please refer to INTO's Privacy Policy for more information about how INTO processes your personal data.

f. For the avoidance of doubt, the Cancellation Charges will be payable in the event the Student cancels their Course because they are unable to obtain a visa but chooses not to continue with their Course online.

11. Cancellation Because Conditions of Offer Are Not Met

a. If INTO's offer to the Student is conditional upon the Student meeting the requirements set out in the Offer Letter, INTO reserves the right to withdraw its offer to the Student if those conditions of the Offer Letter are not met in full.

b. If a Student does not satisfy the conditions set out in the Offer Letter and INTO exercises its right to withdraw its offer to the Student before the Student has commenced their Course, no Cancellation Charges will be payable by the Student and the Initial Payments and any Fees (minus the Uniplan Insurance Cancellation Fees) will be refunded to the Student, provided that the Student informs INTO in writing and sends evidence that the conditions have not been met as early as possible, and in any event at least four (4) weeks before the Course commencement date or the day after the Student's exam results are published if this falls outside the four week notice period,. If the Student does not notify INTO within the time frame set out in this paragraph, the Cancellation Charges set out in paragraph 7 will apply. The Student must send any notification required under this paragraph 11(b) by email to UKadmissions@intoglobal.com

12. Deferrals

a. A Student seeking to defer the start of their Course must contact INTO by emailing UKadmissions@intoglobal.com giving a full explanation of the reasons for the request together with the Student's new preferred start date.

b. INTO will confirm any new Course commencement date to the Student and any new Course commencement date shall not apply until INTO has confirmed the date to the Student.

c. A deferred Course start date may mean a new CAS will need to be issued. If the Student requires an additional CAS the Student will be charged the fee in respect of the new CAS as described in paragraph 6(c).

d. A deferred Course start date may require the Student to re-book accommodation which will be subject to availability.

e. If the reason for deferral of a Course is due to a visa refusal, the provisions in paragraph 10 shall apply.

f. If the reason for the deferral of a Course is due to the conditions of an offer not being met, the provisions in paragraph 11 shall apply.

13. Academic Criteria and Attendance

a. Students are accepted on to the Course on the strict understanding that progression through, and the successful completion of, the Course are conditional upon satisfactory attendance and the successful attainment of the specified progression grades for the Course being studied.

b. Students are accepted on to the Course on the strict understanding that they shall attend all classes. The Student accepts that if they fail to attend classes without good reason, or without the permission of INTO, they may be deemed to have withdrawn or be required to leave the Course. In the case of Students studying on a Tier 4 visa in the UK, the INTO Centre shall be required to report the situation to the Home Office.

c. During the Course induction all Students will be made aware of the criteria for the successful completion of the Course. The assessment of student performance may take into consideration coursework, internal centre examination results, attendance, effort in class and homework.

d. Students who do not meet the academic, and/or any other attainment, criteria as set out to them for successful completion of their Course shall not be allowed to proceed with their intended study plan. In such cases, Students will be offered advice on suitable alternative study options.

e. Students who do not meet the attainment criteria for progression from an English language programme, or who are identified by INTO as being at a serious risk of not meeting the attainment criteria for progression from an English language programme to their intended Course will be offered advice on alternative study plans which may include further study on the English language Course. In some cases, an alternative study plan may involve additional time and expenditure with regard to tuition and accommodation fees. Any additional fees payable as a result of an amended study plan will be notified to, and payable by, the Student.

14. English Language Admissions Criteria

a. Offers are made to Students, for both English language and academic Courses, on the basis of the certification provided by the Students confirming that they meet the admissions criteria. If, however, the results from the tests and assessment procedures on arrival provide evidence that a Student's actual level of proficiency in the relevant discipline is lower than claimed and/or lower than that required for their designated Course or for visa entry purposes, then the Student will be formally advised of the results and of their options.

b. If the English Language level is below the level for visa entry purposes then INTO will notify the Home Office and the Student's visa may be withdrawn.

c. An alternative study plan may be required which may involve additional time and expenditure as set out in paragraph 13(e).

15. Behaviour, Welfare and Attendance

a. The Student consents to INTO requesting and receiving any relevant information from any University, school, service or centre concerning the Student's behaviour, welfare and attendance.

b. The Student agrees to adhere to the INTO Centre's Disciplinary and Attendance Policies. The Student should refer to the Disciplinary and Attendance Policy provided at induction. Students will be registered with the INTO Centre and will therefore be required to abide by the applicable rules and regulations of the INTO Centre.

c. The Student agrees to adhere to the INTO Centre Code of Conduct (published in the INTO Student Handbook) in addition to relevant University regulations. Serious breaches of INTO and/or University regulations may result in expulsion from the INTO Centre and from the University. If a Student is expelled from the INTO Centre and/or the University the Cancellation Charges and the Uniplan Insurance Cancellation Fees, if applicable, shall apply as set out in paragraph 7.

d. Once the Student has enrolled with the INTO Centre, if the Student has any welfare and/or pastoral problems or concerns, the Student should refer to the INTO Student Handbook or contact the Student Services team at the INTO Centre in the first instance.

e. If a Student is withdrawn from the INTO Centre and/or the University for welfare concerns, the Student should refer to their Uniplan insurance policy, or the Student's own Uniplan equivalent insurance policy in the first instance.

f. Given the current COVID-19 situation, the Student shall also be required to abide by any social distancing or other regulations and/or measures identified to the Student by the INTO Centre. Breaches of such regulations and/or measures may result in expulsion of the Student from the INTO Centre and/or the University. In these circumstances, the Cancellation Charges and the Uniplan Cancellation Fees, if applicable, shall apply as set out in paragraph 7.

16. Class Times and Sizes

a. For all Courses, classes will normally be held Monday to Friday between the hours of 08:00 and 19:00 ("Normal Class Hours"). However, there may be instances where classes could be held outside of the Normal Class Hours in which event INTO will provide Students with reasonable notice of any changes to the times of the classes.

b. Lessons will take place in the form of classes, seminars, workshops and lectures. Academic subject class sizes will vary depending on the learning format (e.g. lecture, seminar, off site field trips).

c. Although, examinations will usually be held during Normal Class Hours there may be instances where examinations may be required to take place outside Normal Class Hours, and at venues outside of the main INTO Centre. In this event INTO will provide the Students with reasonable notice so as to minimise the impact of any changes.

17. Holidays

a. No regular classes will take place at INTO on recognised UK public holidays.

b. No refunds will be made for classes not taking place on these dates.

18. Arrivals

a. INTO expects all Students to arrive and start their Course on the scheduled Course start date. However, INTO recognises that Students are sometimes delayed for unavoidable reasons (for example, due to the cancellation of, or delays to, flights or other transport). In exceptional cases, the INTO Centre will allow Students to arrive up to two (2) weeks after the published Course start date for academic Courses and up to one (1) week after the published Course start date for English language Courses. Unavoidable late arrivals must be approved in writing in advance by the INTO Director of Admissions Operations as soon as the Student becomes aware that they will not arrive in time for the scheduled Course start date.

b. If, due to late arrival, a new CAS has to be issued, the charges set out in paragraph 6(c) shall apply.

c. No discount or refund of Fees will be given for late arrivals.

19. Accommodation

a. INTO aims to provide the accommodation as requested by the Student but INTO reserves the right to offer an alternative type of accommodation or withdraw an offer of accommodation to the Student in the event it is no longer possible to provide the requested accommodation. This will be charged at the published rate for such accommodation as set out at www.intostudy.com/into-manchester/accommodation

b. Under 18s are required to stay in INTO accommodation or with homestay hosts who have completed “Disclosure and Barring Service” checks, unless full details have been provided to INTO of alternative living arrangements with a named adult over the age of 21 together with evidence of registration with a guardianship service.

c. Students will be sent a copy of the accommodation terms and conditions separately and are required to agree to them, and pay the notified accommodation costs (the “Accommodation Costs”) before the Student will be allowed to occupy the Accommodation.

d. INTO accommodation is only available to Students who are registered on full-time INTO Courses.

e. Accommodation is not available to family members of Students (unless they are also registered on full-time Courses at INTO).

f. If a Student is eligible to resit an examination ("a Resit") the date of such Resit may be outside the term dates of the Course. In this case, any decision to Resit that examination shall also constitute an undertaking by the Student to meet the relevant charges for extending accommodation to cover this period should they (or their parents and/or guardian if the student is under 18) wish to extend. This is subject to accommodation availability.

g. INTO advises a Student to insure their personal belongings. INTO shall have no liability for any loss, theft and/or damage to Students' personal belongings kept in INTO accommodation. INTO can provide the Student with details of the Uniplan insurance policy on request.

h. For the avoidance of doubt, the Accommodation Costs payable by a Student will cover the period as set out in the Offer Letter, including any holiday periods.

20. Damage to Property and Expenses

a. All Students will be required to pay a damage and sundry expenses deposit of £500.00 (the "Expenses Deposit") which will be invoiced at the time of booking their Course and shall be payable by the Payment Due Date. The Expenses Deposit is refundable at the end of the Course, minus any costs not already paid to the INTO Centre for any damages, exceptional cleaning or other charges which have been incurred either to the residential/homestay accommodation or the premises and/or facilities which are discovered during occupancy or once an inspection has taken place after the Student's departure. The INTO Centre will repay any monies owing within 60 days of the Student's final Course end date. Repayment of any monies owed will be subject to the provisions of paragraph 4.

b. Breakages – Students are responsible for payment of any damage caused by them to property (including but not limited to residential/homestay accommodation and/or other premises and/or facilities, and any fixtures, fittings, furniture, equipment or other contents therein) owned or occupied by INTO, the INTO Centre or a third party (the "Property"). Students in residential accommodation shall be required to sign an inventory on arrival and departure. The INTO Centre reserves the right to recover costs for damage or exceptional cleaning required in respect of any Property from Students. Any damage which requires repairs and/or exceptional cleaning which occurs whilst the Student is living in the relevant Property or is required following the Student's departure will be charged to the Student separately at the going rate. Any damage discovered during the Student's stay will be invoiced at that time and payment will be due immediately. Charges for damage discovered after departure will be deducted from the Expenses Deposit. If the amount due is in excess of the Expenses Deposit INTO will invoice the Student for the excess amount. The Student shall pay any such amounts to INTO within 30 days of the date of the invoice.

21. Accommodation Changes or Cancellation When a Student Has Arrived and Moved Into Their Accommodation

a. Residential/homestay accommodation – In all cases, except those relating to visa refusals or where a Student fails to meet the requirements set out in their Offer Letter and notifies INTO within the timeframe set out in paragraph 10(b) and 11(b) respectively, Students who wish to cancel their accommodation booking will be subject to the Accommodation Fee Cancellation Charges as set out in paragraph 7(a).

b. Students are bound by the terms and conditions of their accommodation contract.

c. Full accommodation charges will apply during any notice period as outlined in the accommodation contract.

d. No change to the type of accommodation arrangements can be made without the written permission of the Centre Director, or such other person authorised by the Centre Director (the "Authorised Personnel") and permission will only be given in exceptional circumstances. If a Student makes a change to their accommodation arrangements or leaves accommodation provided by INTO without the prior written consent of the Authorised Personnel, the Student shall remain liable for the full accommodation payments due from the time of confirmation up to the date the request to change the accommodation is received by the Centre Director Any notice given under this clause shall be deemed to be received by INTO as per the provisions of paragraph 37.

e. A Student under the age of 18 may only move to agreed alternative private accommodation where the Student's parent or guardian have certified to INTO that this is the case and that the provision of accommodation by INTO is no longer required. In such cases, the Accommodation Fee Cancellation Charges shall apply as set out in paragraph 7(a).

f. Residential accommodation may not be available over the two week Christmas period to Students who are under 18 years old. The INTO Centre can assist with alternative arrangements which shall incur an additional charge.

22. Airport Pickups

a. Airport pickups may be booked by the Student who shall be charged a fee for this service (the "Airport Pick-Up Fee"). The Airport Pick-Up-Fee will be advised to the Student before the Student accepts the offer of the service. The airport pickup will be for the passenger named on the Application Form only or for named Students if Students agree in advance (and notifies INTO in writing) that they wish to share an airport pickup.

b. Additional family members or chaperones accompanying the named passenger will be charged an additional Airport Pick-Up Fee.

c. The first 30 minutes of waiting time is included in the Airport Pick-Up Fee. Additional fees shall apply for waiting periods longer than 30 minutes.

d. Airport Pick-Up Fees will be refunded for 'missed pickups' only. If the Student has a 'missed pickup', which occurs when the Student's departure flight flying to the UK is delayed or when the Student arrives at their UK airport and their transfer has not arrived, the Student must inform INTO, by phoning the INTO emergency telephone number. The INTO emergency phone number will be given to the Student with their airport transfer booking confirmation.

e. If a Student wishes to cancel their airport pick-up because it is no longer required, the Student must notify INTO as soon as possible, and in any event at least 24 hours prior to their scheduled pick up. If a Student notifies INTO outside of this time, the Student shall remain liable for payment of the airport Pick-Up Fee.

f. Airport pickups, from the Student's UK arrival airport and to the Student's UK departure airport, are compulsory for Students under 18, unless parents provide INTO with evidence that they have made alternative arrangements for the collection of their child from and to the UK entry and departure airport.

23. Travel to the INTO Centre

INTO expects Students to assist INTO and/or the University (where applicable) with any sustainable travel plan that may be in place.

24. Record Keeping Duties Under Tier 4 Immigration Rules

a. INTO is required to comply with the regulations of UKVI. Students undertake to comply with any requests directed by UKVI, including, but not limited to, providing a copy of their passport, identity card for foreign nationals or United Kingdom immigration status document, Students' UK contact details, class attendance records or any other such request of UKVI.

b. Under the current Tier 4 Immigration rules the sponsor licence holder will report to the Home Office in the following circumstances:

   i. if the Student fails to enrol on the Course within the enrolment period;

   ii. if the sponsor licence holder stops being the Student's immigration sponsor for any reason, for example, if the Student is withdrawn or 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 INTO has any suspicions that the Student is breaking any conditions attached to their Tier 4 Student visa permission.

c. Students should pay attention to the specific requirements of their Tier 4 student visa. Where it is noted on their visa that Students should register with the police Students should provide proof of same to the INTO Centre Student Services Team.

d. Students are responsible for reviewing and ensuring that their visa application complies with all current UKVI requirements.

e. As advised in paragraph 6, given the Covid-19 pandemic, the UK Home Office may alter or amend the current requirements relating to the issuance of a CAS and/or the implementation of Tier 4 Immigration Rules. INTO will update the Student as to how any changes relating to the issuance of a CAS and/or the Tier Immigration Rules affect the Student's ability to study their Course.

25. Medical Treatment and Accident Insurance

a. Acceptance by the Student (or by his/her parent or legal guardian if the Student is under 18), of a place to study at the INTO Centre means the Student (or parent/legal guardian if the Student is under 18):

   i. gives permission for the administration of first aid and appropriate non-prescription medication to the Student if required; and

   ii. if the Student is under 18, for INTO to recommend the Student seeks medical, dental or optical treatment when required.

b. All Students must maintain a valid and comprehensive medical and accident insurance policy for the duration of their stay in the UK. If a Student has not elected to take out the Uniplan insurance policy, the Student will be required to provide evidence of an alternative insurance policy, acceptable to INTO, at the time the Student accepts their offer. INTO reserves the right not to offer a Student a place to study on a Course if no such acceptable alternative insurance cover is provided. INTO may also require Students to provide evidence of ongoing insurance cover at any point during or after their enrolment to study at the INTO Centre.

26. Students Who Are Under 18

a. INTO strongly recommends that parents appoint a UK based guardian, who must be at least 21 years of age, for Students under 18 years of age. In addition, parents of Students who are under 18 must also follow the provisions of paragraph 19(b).

b. If parents are making their own arrangements for either guardianship services or a friend or family member in the UK to act as guardian to the Student, then evidence of these guardianship arrangements together with contact details must be supplied to INTO with the Acceptance Form.

c. Parents of Students under 18 must sign a consent form authorising nominated INTO staff to act (on behalf of the parent) in the case of an emergency. They must also complete a medical information form. The forms will be included with the Offer Letter and must be completed and returned to INTO with the Acceptance Form. Failure to return these forms could result in a CAS not being issued.

d. In the case of Students under 18, any reference in these Terms and Conditions to the liability of Students shall also mean the liability of the parents or guardian of the Student and such liability is joint and several, which means that INTO can recover any losses, overdue fees or any other costs that it is entitled to recover under these Terms and Conditions from the Student or the parents/guardians.

27. Use of Student Information by INTO

The use of your personal information is taken very seriously by INTO. For details about how the INTO Centre uses and processes your personal information please refer to the INTO Centre's Privacy Notice www.intostudy.com/into-manchester/privacy.

28. Liability

a. Subject to the following, INTO (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 INTO (or its staff or representatives). INTO shall not be liable for any loss or damage which was not foreseeable. Losses are foreseeable if they are an obvious consequence of INTO's breach of these Terms and Conditions.

b. Where such loss or damage is directly caused by INTO (or its staff or representatives), INTO's liability shall, subject to the following, be limited to 150% of all Fees payable by the Student to INTO.

c. Notwithstanding any other provision in these Terms and Conditions, nothing shall exclude or restrict INTO's liability for death or personal injury resulting from its negligence or fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.

d. INTO shall have no liability for failure or delay to supply the Course and/or any service contemplated by these Terms and Conditions caused by unforeseen factors or circumstances which are outside of INTO's reasonable control. Such factors or circumstances include, but are not limited to, staff illness; severe weather; fire; restrictions imposed by government or public authorities; epidemic; pandemic; strikes or other forms of industrial action or a terrorist attack or the threat of a terrorist attack. In the case of unforeseen circumstances beyond the reasonable control of INTO, INTO will contact the Student to advise a new commencement or re-commencement date regarding the Course or alternatively to advise of an alternative course of action with the Student.

29. Disclaimer

a. Every effort is made to ensure that content published in any brochure, together with any other material published in any format, is correct at the time of publication. However, from time to time there may be occasions where some of the information has changed since the date of publication. If, in our opinion, we consider that any change has been made which has a material impact on any offer made to a Student to study with us, we will inform the Student of these changes in writing. INTO therefore strongly recommends that immediately prior to making any application to INTO or accepting any offer from INTO, Students should refer to the most up-to-date version of the Course descriptions, specifications and regulations on the INTO Study website www.intostudy.com.

b. Due to unforeseen circumstances or factors beyond INTO's control, INTO may have to make variations to the contents and methods of delivery of the Courses and services, to discontinue Courses and services, and to combine and merge Courses, if such action is reasonably considered to be necessary by INTO. Such changes may be due, but not limited to, the following circumstances:

i. improving the content or delivery of a Course;

ii. responding to Governmental or other regulatory changes or requirements;

iii. changes to accommodation provision;

iv. changes required by the University partner; and

v. the circumstances identified in paragraph 28(d).

c. Applicants to, and Students of, INTO Courses will be notified as soon as practicable of any material changes likely to have a bearing on a Student's application or on a Student's Course.

d. INTO, in marketing its Courses, complies with the British Code of Advertising Practice issued by the Advertising Standards Authority.

e. Students are reminded that applications to universities for undergraduate or postgraduate courses are governed solely by the applicable terms and conditions of the particular university to which they are applying and not by these Terms and Conditions.

30. Equal Opportunities

a. INTO operates an equal opportunities admissions policy. It aims to ensure that no applicant will receive less favourable treatment on the grounds of age, disability, pregnancy and maternity, sex, gender reassignment, marital status, race, colour, nationality, ethnic origin, sexual orientation, or political or religious belief.

b. INTO welcomes applications from candidates with disabilities.

31. Entire agreement

a. These Terms and Conditions, together with those set out in the Offer Letter, constitutes the entire agreement between INTO and the Student and supersedes and extinguishes all previous agreements, promises, assurances, representations and understandings between them, whether written or oral relating to the provision by INTO of any INTO Course to the Student.

b. Should the Student wish to rely on terms which are not contained in these Terms and Conditions, the Student should request in writing that those particular terms be added to these Terms and Conditions. Once INTO has received and considered such a request, INTO will confirm in writing whether it accepts the Student's addition to these Terms and Conditions.

c. Both the Student and INTO agree that they will have no remedy in respect of any statement, representation or assurance that is not set out in this agreement.

32. Changes to These Terms and Conditions

It may sometimes be necessary for INTO to make changes to these Terms and Conditions, including, but not limited to, responding to the factors identified in paragraph 29(b). In these circumstances INTO will provide the Student with notice of any material changes to the Terms and Conditions as soon as reasonably practicable.

33. Transfer of These Terms and Conditions

INTO may transfer its rights and obligations under these Terms and Conditions to another organisation within the INTO group of companies. In doing so, INTO will ensure that the Student's rights under these Terms and Conditions are not prejudiced.

34. Severance

Each of the paragraphs of these Terms and Conditions operates separately. If a court finds that any provision of these Terms and Conditions are illegal, the remaining paragraphs will remain in full force and effect.

35. University Placement and Progression

a. Students who pass the INTO Foundation but do not meet the criteria for progression onto further study at a UK University may, at INTO's sole discretion, receive a refund of all Fees paid if, having complied with INTO staff advice with regard to their university application, they have not been offered a place at a UK university on a course appropriate to their qualification.

b. Students who successfully complete the INTO Foundation or International Year One and who meet the individual entry requirements of the Manchester Metropolitan University for their chosen degree, including English language level, will be permitted to progress onto their course provided they have received a conditional offer and met the terms of that offer and any other entry requirements.

36. Complaints Handling Policy

a. If you have a complaint about INTO, our complaints handling policy can be found at www.intostudy.com/into-manchester/terms. Students are advised to familiarise themselves with the details of the complaints handling policy as there may be separate procedures for the handling of academic and non-academic complaints.

37. Notices

a. Any notice (or other communication) given to INTO by the Student in connection with these Terms and Conditions will be deemed to have been received:

   i. If sent by email, at 9.00 am on the next business day after transmission.

38. Banking Regulations

a. INTO abides by the guidance of the Financial Action Task Force (FATF) and our banking service providers in relation to taking actions to help prevent money laundering and terrorist financing.

b. INTO is bound by international banking restrictions regarding payments to and from certain countries. These restrictions are amended regularly and INTO reserves the right to amend its payment acceptance procedures accordingly to ensure that it is compliant with these restrictions.

c. INTO reserves the right to refuse to accept applications from prospective students or refuse to accept any payments where INTO reasonably believes that in doing so, it risks being in breach of the provisions set out in the above paragraph.

d. In line with current global banking restrictions, INTO will not accept applications from students domiciled in the following countries/territories: Cuba, Iran, Syria, North Korea and the Crimean Peninsula (a "Restricted Country").

e. Payments made from a Restricted Country will be blocked by our global banking partner. In such cases, the payment will be dealt with under the sanctions policy of the bank to which the payment was remitted and, as such, is outside the control of INTO.

39. Third parties

No third parties may be able to enforce the terms of these Terms and Conditions pursuant to the Contract (Rights of Third Parties) Act 1999.

40. Governing Law and Jurisdiction

a. These Terms and Conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them shall be governed by and construed in accordance with the laws of England and Wales.

b. The Courts of England and Wales shall have exclusive jurisdiction to settle and dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and Conditions.

41. Non-Waiver

Even if the INTO Centre delays enforcing any provision of these Terms and Conditions, the INTO Centre can still enforce the provision at a later date. If the INTO Centre does not immediately insist that you do anything you are required to do under these Terms and Conditions, or if the INTO Centre delays in taking action against you in respect of you not complying with any of the terms, this will not mean you do not have to comply with the terms or prevent the INTO Centre from taking action against you at a later date. For example, if you do not pay the Fees by the Payment Due Date and your tuition is not suspended, the INTO Centre can still suspend your tuition at a later date.

PART B – SPECIFICALLY APPLIABLE TO ONLINE PROVISION OF ANY PART OF THE COURSE

If, and to the extent that, any part of your Course is delivered online, then the provisions set out below shall replace the corresponding provisions in Part A of these Terms and Conditions. Any additional provisions that apply in respect of any part of the Course being taught online are also set out in this Part B.

3.b i. Course materials and textbooks – You will be advised of the Course materials and textbooks that are required for your Course nearer to your Course start date. It is the Student's responsibility to ensure they have a copy of any materials and textbooks required to study the Course before the Course commences. The cost of purchasing any materials and textbook(s) is the responsibility of the Student and is not included in the Fees.

3.g In the event the INTO Centre is able to teach face to face and the Student is either not able to travel to the INTO Centre or does not wish to travel to the INTO Centre to study, the Student will be able to continue with their Course online and no Initial Payments, or other Fees, will be refunded. In the event the Student cancels their Course, the Cancellation Charges shall apply.

6. Confirmation of Acceptance for Studies ("CAS")

a. If the Student is studying the Course, or part of the Course, online outside the UK the Student will not require a visa to study their Course, or that part of their Course, meaning the Student will not be issued with a CAS.

b. If the Student's Course changes between being taught online to face to face at the INTO Centre in the UK, the Student will require a CAS and the provisions of paragraph 6 of Part A of these Terms and Conditions shall apply, subject to any other provisions as are introduced by the UK Government relating to the issuance of CAS' and visas for Students studying in the UK.

10. Cancellation or Deferral Because of Visa Refusals

a. For the avoidance of doubt, the Cancellation Charges as set out in paragraph 7 shall apply in the event the Student cancels the Course outside of the Cooling Off Period.

13. Academic Criteria and Attendance

a. Students are accepted on to the Course on the strict understanding that progression through, and the successful completion of, the Course are conditional upon satisfactory attendance of live lessons, the completion of online assessments, the submission of online course work and the successful attainment of the specified progression grades for the Course being studied.

b. Students are accepted on to the Course on the strict understanding they shall attend all live lessons, complete all online assessments and submit all online course works as requested by INTO. The Student accepts if they fail to attend live lessons, participate in online assessments and submit online course work on time without good reason, or without the permission of INTO, they may be deemed to have withdrawn from, or be required to leave, the Course.

c. During the Course induction all Students will be made aware of the criteria for the successful completion of the Course. The assessment of student performance may take into consideration a variety of coursework formats, online examinations and engagement in each live class.

d. Students who do not meet the academic, and/or any other attainment, criteria as set out to them for successful completion of their Course shall not be allowed to proceed with their intended study plan as set out in their Offer Letter.

e. Students who do not meet the attainment criteria for progression from their Course, or who are identified by INTO as being at a serious risk of not meeting the attainment criteria for progression from their Course to their next intended programme of study as set out in the Student's Offer Letter will be offered advice on alternative study plans which may include further study on an English language course. In some cases, an alternative study plan may involve additional time and expenditure with regard to fees. Any additional fees payable as a result of an amended study plan will be notified to, and payable by, the Student.

15. Behaviour, Welfare and Attendance

a. By accepting these Terms and Conditions, the Student consents to INTO requesting and receiving any relevant information from any University, school, service or centre concerning the Student's behaviour, welfare and attendance.

b. By accepting these Terms and Conditions the Student agrees to adhere to the INTO Centre Code of Conduct in addition to any other terms and conditions stipulated either by INTO, or any third party, involved in providing any aspect of the Course. Serious breaches of INTO and/or any other regulations and/or terms and conditions identified to the Student may result in expulsion of the Student from the Course. If a Student is expelled from the Course, the Cancellation Charges shall apply as set out in paragraph 7.

16. Class Information

a. For all Courses, live lessons will normally be held Monday to Friday between the hours of 07:00 and 13:30 ("Normal Class Hours"). However, there may be instances where classes could be held outside of the Normal Class Hours due to unforeseen circumstances.

b. Lessons will take place in the form of virtual classrooms, pre-recorded lectures and interactive activities such as quizzes, group projects, presentations and writing practice.

c. Although, examinations will usually be held during Normal Class Hours there may be instances where examinations may be required to take place outside Normal Class Hours. In this event INTO will use reasonable endeavours to provide the Students with reasonable notice so as to minimise the impact of any changes.

27. Use of Student Information by INTO

a. The use of your personal information is taken very seriously by INTO. For details about how the INTO Centre uses and processes your personal information please refer to the INTO Centre's Privacy Notice www.intostudy.com/privacy.

b. For the avoidance of doubt, by accepting these Terms and Conditions you agree that your personal information may be collected, stored, used and shared by us and our partners, course and content providers, or third parties we work with for the following purposes:

   i. to provide, maintain, protect and improve the quality of the VLE and the Course, including by conducting market research and to protect both you and us;

   ii. to provide you with a personalised browsing experience when accessing and participating in the VLE;

   iii. to fulfil any contractual agreements between us;

   iv. to manage your access to the VLE and your participation in the Course;

   v. to send you Course specific email notifications and updates;

   vi. for accreditation of your participation in the Course;

vii. recording the Course, including your participation in it; and

viii any other reason INTO considers is reasonably required in respect of your participation, your teaching and your accreditation of your Course.

28. Liability

a. Subject to the following, INTO (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 INTO (or its staff or representatives). INTO shall not be liable for any loss or damage which was not foreseeable. Losses are foreseeable if they are an obvious consequence of INTO's breach of these Terms and Conditions.

b. Where such loss or damage is directly caused by INTO (or its staff or representatives), INTO's liability shall, subject to the following, be limited to 150% of all Fees payable by the Student to INTO.

c. Notwithstanding any other provision in these Terms and Conditions, nothing shall exclude or restrict INTO's liability for death or personal injury resulting from its negligence or fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.

d. INTO shall have no liability for failure or delay to supply the Course and/or any service contemplated by these Terms and Conditions caused by unforeseen factors or circumstances which are outside of INTO's reasonable control. Such factors or circumstances include, but are not limited to, staff illness; internet or server disruption; severe weather; fire; restrictions imposed by government or public authorities; epidemic; pandemic; strikes or other forms of industrial action or a terrorist attack or the threat of a terrorist attack. In the case of unforeseen circumstances beyond the reasonable control of INTO, INTO will contact the Student to advise a new commencement or re-commencement date regarding the Course or alternatively to advise an alternative course of action with the Student.

29. Disclaimer

a. Every effort is made to ensure that content published in any brochure, together with any other material published in any format, is correct at the time of publication. However, from time to time there may be occasions where some of the information has changed since the date of publication. If, in our opinion, we consider that any change has been made which has a material impact on any offer made to a Student to study with us, we will inform the Student of these changes in writing. INTO therefore strongly recommends that immediately prior to making any application to INTO or accepting any offer from INTO, Students should refer to the most up-to-date version of the Course descriptions, specifications and regulations on the INTO Study website www.intostudy.com.

b. Due to unforeseen circumstances or factors beyond INTO's control, INTO may have to make variations to the contents and methods of delivery of the Courses and services, to discontinue Courses and services, and to combine and merge Courses, if such action is reasonably considered to be necessary by INTO. Such changes may be due, but not limited to, the following circumstances:

i. improving the content or delivery of a Course;

ii. responding to Governmental or other regulatory changes or requirements;

iii. technical issues;

iii. changes required by the University partner; and

iv. the circumstances identified in paragraph 23(d).

c. Applicants to, and Students of, INTO Courses will be notified as soon as practicable of any material changes likely to have a bearing on a Student's application or on a Student's Course.

d. INTO, in marketing its courses, aims to comply with the British Code of Advertising Practice issued by the Advertising Standards Authority.

e. Students are reminded that applications to universities for undergraduate or postgraduate courses are governed solely by the applicable terms and conditions of the particular university to which they are applying and not by these Terms and Conditions.

f. INTO does not guarantee that the VLE, or any content on the VLE, will always be available or be uninterrupted. INTO may suspend or withdraw or restrict the availability of all or any part of the VLE for business and operational reasons. INTO will try to give you reasonable notice in the event of any suspension or withdrawal of the VLE of which INTO is aware.

g. Students acknowledge that INTO accepts no liability (howsoever arising whether under contract, tort, in negligence or otherwise) to the extent there are errors or defect with the VLE, and INTO does not guarantee that the VLE shall be compatible with any other software or service or with any hardware or equipment except to the extent expressly referred to as compatible in paragraph 19.

B1. Delays to Course start date

a. All Students are expected to start their Course on the scheduled Course start date, as specified in the Student's Offer Letter.

b. No discount or refund of Fees will be given to Students who commence their Course after the Course commencement date other than as set out in paragraph 7.

B2. Virtual Learning Environment

a. If any part of the Course is delivered online, it shall be delivered to Students entirely on a VLE.

b. INTO shall provide the Student with information on how to access the VLE nearer to the Student's Course start date.

c. When registering to access the VLE for the first time, Students will be required to accept the VLE's terms of use.

d. Students may only use the content on the VLE for their own personal learning and are not allowed to adapt it or use it for any purpose other than the Student's learning of the Course nor is the Student allowed to distribute any of it to anybody else or use it for any other purpose.

B3. Technology and System Requirements

a. If part of the Course is conducted online you will be required to provide and have access to the following IT equipment and facilities in order to access the VLE and to participate on the Course:-

i) a personal computer;

ii) an internet connection with sufficient bandwidth to allow video streaming;

iii) a scanner, or other device capable of scanning images such as a mobile phone, for the purposes of scanning in written course works; and

iii) a microphone and webcam.

b. For the best user experience it is important to use a modern web browser to access the VLE and Course material. Specific information on supported browsers will be supplied along with the VLE access instructions nearer to the Student's Course start date.

c. The costs of IT equipment and internet access are not included in the Fees and are the Student's sole responsibility.

d. It is the Student's responsibility to check that the computer, or other mobile device, you plan to use to access your Course is compatible with the specification requirements as set out in these Terms and Conditions and that you have all the materials, including any software, that is identified to you as being required for your Course.

B4. Intellectual Property Rights

a. At all times INTO shall remain the owner or the licensee of all intellectual property rights in the Course and Course materials. Students agree that they have no rights in or to the Course and Course materials other than the right to use them in accordance with the terms of the licence in paragraph 20(b) below.

b. INTO grants the Student a revocable, worldwide, non-exclusive, non-transferable licence to use:

   i. the Course materials for the sole purpose of studying the Course; and

   ii. the VLE as an individual only at the Student's location solely to access the Course and Course materials.

c. Students must abide by all copyright notices or restrictions contained on the VLE and Course materials, and must not delete any attributions, legal or proprietary notices on the VLE or Course materials.

d. Except as set out in these Terms and Conditions, Students shall not:

   i. copy, modify, adapt, correct errors, or create derivative works from the Course materials;

   ii. decode, reverse engineer, disassemble, decompile or otherwise translate or convert the Course materials;

   iii. attempt to circumvent or interfere with any security features of the Course or the VLE;

   iv. remove or modify any copyright or similar notices, or any of INTO's branding, that appear on the Course materials or the Course;

   v. attempt to circumvent, disable or otherwise interfere with any security related features of the VLE or any features that (i) prevent or restrict use or copying of content or (ii) enforce any limitations on you;

   vi. knowingly transmit any data or send or submit any content that contains viruses, Trojan horses, worms, time-bombs, key-stroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of the VLE or any computer software or hardware;

   vi use the VLE in any manner intended to damage, disable, overburden or impair any INTO server or the network(s) connected to any INTO server, or infringe any requirements, procedures, policies or regulations of any servers or networks connected to the VLE;

   vii use any high volume, automated, or electronic means to access the VLE (including without limitation robots, spiders or scripts);

viii. access or attempt to access any other Student's account or falsely state, impersonate or otherwise misrepresent the Student's identity including, but not limited to, misrepresenting the Student's affiliation with a person or entity, past or present; or

ix. post, upload, email, transmit or otherwise distribute chain letters, surveys or studies, calls to action, junk mail, pyramid schemes, incentives (monetary or click-based), spimming or spamming, or bulk communications of any kind, whether for commercial or non-commercial purposes.

Appendix A

Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the Course)

To UK Admissions, INTO University Partnerships Limited, One Gloucester Place, Brighton, East Sussex BN1 4AA, ukadmissions@intoglobal.com

I hereby give notice that I wish to cancel my application and/or withdraw from attending [insert details of Course] at INTO [Centre name].

[Please set out below the reasons for your cancellation, including attaching all relevant information relating to your cancellation as may be required under the Terms and Condition].

The reason(s) for my cancellation are:

Name of Student:

Address of Student:

Signature of Student (only if this form is notified on paper),

Date