

**INTO** 

 **Newcastle**  
University



# TERMS AND CONDITIONS

Effective 01 June 2018

# INTO Newcastle University Terms and Conditions 2018/2019

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## 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 Newcastle University LLP (“INTO Centre”/“we”) and any person (the “Student”/“you”) that submits an application form to the INTO Centre to apply for admission on an English language course and/or any other academic programme or INTO course (the “Course”).
- b. As such, you should ensure that you read these Terms and Conditions very carefully before signing and submitting your application for admission onto a Course to the INTO Centre (the “Application Form”).
- c. For the purposes of the Terms and Conditions, any reference to INTO includes the following entities: INTO University Partnerships Ltd, IUP 2 LLP and the INTO Centre.
- d. The following rules of interpretation will apply to these Terms and Conditions:
  - i. Unless the context otherwise required, words in the singular shall include the plural and the plural shall include the singular.
  - ii. Unless the context otherwise required, 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.

## 2. Application to the Course and Confirmation of Acceptance

- a. To apply for a place on a Course, the Student 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:
  - i. complete and return to INTO 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);

- ii. pay the Initial payments - the tuition Initial payment, as set out in the Offer Letter (the "Tuition Initial payment"), will be deducted from the tuition fees due for the Course and the accommodation Initial payment (the "Accommodation Initial payment"), as set out in the Offer Letter, will be deducted from the accommodation costs (together "the Initial payments"); and
  - iii. where applicable, pay the Uniplan Insurance premium as set out in the Offer Letter (the "Premium") to INTO or provide proof of an acceptable alternative insurance cover.
- d. After completion of the actions listed in paragraph 2c above, the contract between the Student and INTO is formed and will not terminate until either the Course that you are enrolled on comes to an end and results including any resits are received or you cancel or withdraw from the Course 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 and completes the actions listed in paragraph 2c above.

### 3. Course fees and payment

- a. A breakdown of the fees payable in respect of the Course (the "Fees") are set out in the 'Pro Forma Invoice of Fees' (the "Invoice") included in the Offer Letter. The balance of the Invoice must be paid to INTO at least six weeks prior to the start date of the Course (which is stated in the Offer Letter) (the "Payment Due Date"). Once you have confirmed your course, the amount of the Fees will be fixed for the duration of the Course. INTO reserves the right to make changes to the amount of Fees due should you make changes to your study plan.
- b. Students are advised that there may be other costs associated with the relevant Course that are not detailed on the Invoice but which are payable by the Students. By way of example:
  - i. One to one tuition – Any Students who require one to one tuition must agree such tuition with the INTO Centre in advance. English language tuition will be charged at £75 per hour and will be invoiced in advance. One to one tuition for other subjects may be available and charges may vary. For such tuition, the student should speak to the Academic Director in the INTO Centre in the first instance.
  - ii. Textbooks – Textbooks and/or appropriate Course materials will be supplied to Students on enrolment for International Foundation, International Year One, Graduate Diploma and Academic English or Pre-sessional English Courses. Students will be invoiced for the textbooks and/or appropriate Course materials immediately following receipt by INTO of the Student's Acceptance Form and such invoice is payable at least six weeks before the start date of the Course. The approximate cost of textbooks and/or appropriate Course materials will be £220 per academic course (3 term), £280 per academic course (4 term), £85 per term for the Academic English 10 week course and the Pre-sessional English 10-week course, £130 for the 16 week Academic English course and £55 for Pre-sessional English 6-week course.
  - iii. Laboratory/Studio fees – Students who are enrolled on science or arts-based academic Courses (International Foundation pathways in Architecture; Biological and Biomedical Sciences; Physical Sciences and Engineering; and International Year One Architecture; and International Graduate Diploma Architecture) shall be charged an additional fee of approximately £400 per academic year to cover the use of laboratory or studio facilities. This fee will be invoiced to the Student immediately following receipt by INTO of the Student's Acceptance Form and such invoice is payable at least six weeks before the start date of the Course.
  - iv. Incidental costs - There may be other incidental costs associated with the relevant Course which are payable by the Students. An example of an incidental cost is the cost of travel where Students may have to travel from the INTO Centre to another destination, such as a laboratory as part of their Course. Incidental costs will vary depending on the Course enrolled for by the Student.

- c. All fees set out in the Invoice must be paid in full at least 6 weeks prior to the start of the course. Payment must be made in pounds' sterling or any other applicable currency offered on INTOPay (see d below) and must 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 prior approval of INTO.
- d. Payments should be made to INTO using INTO's online Student Payment Platform ("INTOPay") which offers a number of payment options. Details of how to access INTOPay are provided in the Student's Offer Letter. If the Student chooses to pay in local currency, a foreign currency exchange rate will be applied. Certain payment options will incur processing fees where applicable and credit-card surcharges, to the extent permitted by law. The full amount payable under the various payment options can be viewed via INTOPay at the time and date of the payment process.
- e. Where payment has not been processed through INTOPay and bank, credit or debit card charges are incurred by INTO through no fault of INTO, these charges will be re-invoiced to the Student's account so INTO receives payment in full. Credit and debit card charges may be applied to the extent permitted by law.
- f. 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 be applied to the extent permitted by law.
- g. 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 at 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.
- h. The Tuition Initial payment, the Accommodation Initial payment and the Premium, which must be paid in order to accept an offer (as detailed in paragraph 2c) 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.)
- i. Any variation to the standard payment terms contained in this Section 3 will only be made by prior agreement in writing by the Centre Director of the INTO Centre.
- j. The prices stated are valid for confirmed bookings (with payment) received by INTO on or after 1 January 2018. Tuition and accommodation fees change on 1 September each year. However, any increased fees are published in January so as to ensure that Students have adequate notice of any proposed increases prior to September. Please contact INTO for further details or visit the website.
- k. INTO will not accept cash payments in the sum greater than a total of £500 towards the Fees during the period the student contracts with INTO. Any refund of the Fees will not be repaid in cash.

#### **4. Refunds**

- a. Refunds of any payment made to INTO will only be made to the individual or organisation that originally paid the funds. 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 payer 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: associated processing fees or credit card fees are not refundable. Refunds will also incur processing and credit card fees to the extent permitted by law.
- d. All fees that are being paid by bank transfer will only be refunded to the original payer 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 severely 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 per month from the Payment Due Date until payment.
- b. INTO reserves the right to withhold any academic results or certificates if Fees in respect of tuition are still owed by the Student at the end of their Course.
- c. Fees remain payable unless you cancel the Course in accordance with paragraph 7b.

## **6. Changes to Confirmation of Acceptance for Studies (“CAS”)**

- a. INTO will issue a CAS, no more than six months before the Student’s first Course start date provided that:
  - i. the Student’s offer is unconditional; and
  - ii. the Student has paid the Initial payment plus any other fees 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 that 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 (other than an update to the ‘Fees paid to date’ information after making further payments) after INTO has submitted the details to the Home Office and therefore a new CAS is required, the Student will be charged for each request at the then prevailing rate. At the time of going to print the cost is £21 but is subject to review by the Home Office.

## **7. Cancellation**

- a. Subject to paragraphs 8 and 9 below, if the Student wishes to cancel their place on the Course prior to the Course commencing, then, unless such cancellation is due to visa refusals, and/or academic and/or English Language conditions on the Student’s Offer Letter not being met, the following charges apply for all Academic programmes, Academic English programmes and Pre-sessional English Courses:

Tuition Fee Cancellation Charges:

Four weeks or more before commencement: cancellation fee of £500

Less than four weeks before commencement: cancellation fee of £1000

Cancellation after course commencement: cancellation fee of one term's full fees (excluding Pre-sessional, where full fees apply)

Accommodation Fee Cancellation Charges:

Four weeks or more before commencement: cancellation fee of £500

Less than four weeks before commencement: cancellation fee of £1000

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

(together "the Cancellation Charges")

- b. Cancellations must be made in writing to the INTO Admissions Office, One Gloucester Place, Brighton, BN1 4AA. Cancellations will become valid on the day the written notice is received by INTO in accordance with paragraph 39.
- c. The Cancellation Charges will be deducted from the Initial payments and/or any Fees paid by the Student at the time of cancellation. If no Initial payments 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, we will refund the Premium that you have paid for the Uniplan Insurance Policy less:
  - a) a charge for the period you have been insured, unless you have travelled, made a claim or suffered an incident likely to give rise to a claim has occurred, in which case no refund will be due; and
  - b) a £25 administration charge.(together the "Uniplan Insurance Cancellation Fees")

## **8. Leaving a Course early**

If you wish to withdraw from a Course after the Course has commenced, you must notify the INTO Centre in writing as described in paragraph 7b. You will incur Cancellation Charges (as set out in paragraph 7a) if you withdraw from a Course. The balance of any monies owed to the Student will be refunded after deducting the Cancellation Charges.

## **9. Contracts made by distance communication**

- a. 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 us is a "Distance Contract".
- b. Students are entitled to cancel a Distance Contract at any time up to the earlier of:
  - i. 14 days from the date when you submit an Application Form; or
  - ii. the date on which the Student starts the Course.
- c. In order to cancel the Distance Contract, the Student must inform INTO in writing at the INTO Admissions Office, One Gloucester Place, Brighton, East Sussex, BN1 4AA within the time periods set out in paragraph 9(b) above. The Student is requested to use the Model Cancellation Form (found at Annex A of these Terms and Conditions) when notifying INTO.

- d. If any payment of the Fees has been made by the Student to INTO under a Distance Contract 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.

## **10. Cancellation or deferral because of Visa refusal/Visa delays**

- a. Students are advised that they are responsible for reviewing the current UK Visas and Immigration requirements "UKVI Requirements" and ensuring that all relevant documentation submitted complies with the requirements stipulated by UKVI. INTO will offer advice to Students regarding the UKVI requirements, however the sole responsibility of submitting UKVI compliant documentation rests with the Student.
- b. Students are entitled (provided such refusal / delay is not the result of any fraudulent activity) to cancel or defer a Course due to refusal or non-receipt of a necessary visa providing that the Student informs the INTO Admissions Office in writing and sends evidence to INTO of the visa refusal or that the Student advises INTO that they have not yet received the relevant visa from the Embassy 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 Academic English and Pre-sessional English courses).
- c. Cancellation Charges (except for Uniplan Insurance Cancellation Fees which will apply as outlined above in paragraph 7d) will not be incurred in the circumstances described in paragraph 10a above provided that the Student complies with the notice requirements set out in paragraph 10a and the Initial payments and/or Fees already paid will be refunded accordingly. Failure to provide the relevant information in the timescales set out in paragraph 10a will result in the normal Cancellation Charges applying as set out in paragraph 7.
- d. If the visa refusal states that the visa has been refused due to any type of fraudulent activity by (or with the approval of) the Student then, notwithstanding paragraph 10c, the Student shall be liable for the full Initial payments and the Premium which will become non-refundable and the total of all claims, damages, losses (including consequential and indirect losses) and expenses incurred as a result of such fraud and the need to comply with any associated internal or external investigation.

## **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 the requirements of the Offer Letter are not met.
- b. If a Student does not meet the requirements set out in the Offer Letter, provided that the Student informs INTO in writing and sends evidence that the requirements have not been met as early as possible, but at least four weeks before the Course start date, no Cancellation Charges will be payable by the Student to INTO. This information must arrive at the INTO Admissions Office in the UK no later than four weeks before the Course start date or the day after the Student's exam results are published (if this falls after the four week cut off point) (in accordance with the provisions in paragraph 39). If INTO 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 timelines outlined above, the Initial payments/Fees already paid (minus the Uniplan Insurance Cancellation Fees as outlined above in paragraph 7d) will be refunded by INTO to the Student. Failure to do this will result in the Cancellation Charges applying (as set out in clause 7 above).

## 12. Deferrals

- a. A Student may defer the start of a Course if the Student has been prevented by "external events" from starting the Course, 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 Admissions Office in the UK at least six weeks before the Course start date (in accordance with the provisions in paragraph 39). If INTO receives the request after this date, the Cancellation Charges may apply (see paragraph 7a). The request should also include details of the Student's preferred new start date for the Course.
- c. All deferrals are subject to the availability of the requested chosen new Course start date at the time INTO 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 INTO Admissions Office on a case-by-case basis and acceptance of a deferral request will be at the INTO Admissions Office's sole discretion.
- e. On the basis that a new CAS will need to be issued if a request to defer is successful, the Student will be charged the fee in respect of the new CAS (as described in paragraph 6c above).
- f. Student accommodation will need to be re-booked and is subject to availability.
- g. If the reason for deferral of a Course is due to visa refusal, the provisions set out under paragraph 10 above shall apply.

## 13. Academic criteria and attendance

- a. Students are accepted on to the Course on the strict understanding that progression through the Course and successful completion of the Course are conditional upon satisfactory attendance and successful attainment of specified progression grades.
- b. Students are accepted on to the Course on the strict understanding that they attend all classes. By signing the Application Form, the Student accepts that if they fail to attend classes without good reason, or without the permission of a member of INTO staff for the Course or a member of the Centre Senior Management Team, 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, the Centre may also report the situation to the Home Office.
- c. During the Course Induction all Students will be made aware of the criteria for 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 for successful completion may 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 at being at serious risk of not meeting the attainment criteria for progression from an English language programme, to their intended Course of study (including Extended courses as defined in the Brochure) 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.



## 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 that they meet the admissions criteria. If, however, the results from the tests and assessment procedures on arrival provide clear evidence that a Student's actual level of proficiency in the relevant discipline is lower than claimed and 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. Where 14a applies:
  - i. if the English Language level is below the level for visa entry purposes then the Student will have to return home; or (where 14bi does not apply);
  - ii. an alternative study plan which may involve additional time and expenditure with regard to tuition and further accommodation fees may be required. This will be determined at the discretion of INTO.

## 15. Behaviour, welfare and attendance

- a. By signing the Application Form, 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, and to allow the efficient operation of the Centre.
- b. If the Student has welfare and/or pastoral problems or concerns, the Student should in the first instance refer to the INTO Student Handbook or contact the Student Services team.
- c. By signing the Application Form the Student agrees to adhere to the INTO Centre Code of Conduct (published in the INTO Student Handbook) and all other University regulations, where applicable. Serious breaches of INTO and/or University regulations, where applicable, may result in expulsion from INTO and the University with no refund of the Fees.

## 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") with a minimum of 15 hours per week scheduled between the hours of 08:00 and 18:00., there may be instances where classes could be held outside of the Normal Class Hours due to unforeseen circumstances in which event INTO will provide Students with reasonable and adequate notice of any changes to 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, lab practicals, off site field trips). English language classes will usually have a maximum class size of 18.
- c. Although, examinations will normally be held during Normal Class Hours, as detailed in 16a, there may be instances where examinations may be required to take place outside Normal Class Hours, and at venues outside of the main centre. In the event that examinations take place outside Normal Class Hours, INTO will provide the Students with reasonable and adequate 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.
- c. No classes will take place outside the published dates relevant to individual courses

## 18. Arrivals

- a. Students must arrive in the UK on the Saturday or Sunday before the Course start date and register and enrol at the Centre on the Course start date.
- b. Late arrivals – INTO expects all Students to arrive and start their Course on the scheduled start date. However, INTO 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, the INTO Centre will allow Students to arrive up to two weeks after the published start date for academic Courses and up to one week late on English language Courses. Unavoidable late arrivals must be approved in advance by the Head of Admissions of INTO as soon as the Student becomes aware that he or she will not arrive in time for the scheduled start date.
- c. Students on Pre-sessional courses MAY NOT arrive late.
- d. If, due to late arrival, a new CAS has to be issued, there will be a charge for the issuing of the new CAS (as set out in paragraph 6c above).
- e. No discount or refund of Fees will be given for late arrivals.

## 19. Accommodation

- a. In the Application Form, the Student is required to select their preferred accommodation. INTO aims to provide the accommodation as requested but, if this is not available, INTO reserves the right to provide an alternative type of accommodation. This will be charged at the published rate for such accommodation as set out on the fees page within the Brochure.
- b. Under 18s are required to stay in INTO accommodation or with DBS checked homestay hosts unless full details have been provided of alternative living arrangements with a named adult over the age of 21.
- c. Students will be sent a copy of the accommodation terms and conditions with their Offer Letter and are required to agree to them when returning the Acceptance Form. Accommodation is allocated upon receipt of the signed copy of the student's Acceptance Form, payment of the appropriate Accommodation Initial payment as described in the Offer Letter (as evidenced by the Student's invoice) and once you have received confirmation that the type of room that you have requested is available.
- 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. If that is the 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 so to extend. This may be subject to accommodation availability.
- g. INTO advises that you insure your 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 details of insurance policies on request.
- h. Where a Course spans a holiday period, accommodation fees will still be charged for those periods.

## **20. Damage to property and expenses**

- a. All Students, including those not staying in INTO accommodation, will be required to pay a damage and sundry expenses deposit of £500 ("Expenses Deposit") which will be invoiced at the time of booking their Course and shall be payable at least six weeks prior to the start date of the Course. The Expenses Deposit is refundable at the end of the Course, minus any costs not already paid in 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 (or, where the relevant centre is accredited by ANUK, 28 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 (where applicable), the INTO Centre or a third party ("Property"). Students in residential accommodation may 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 paid by the Student, 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 visa refusals, Students who wish to cancel their accommodation booking will be subject to the cancellation fees as set out in the copy of the accommodation terms and conditions they will have received with their Offer Letter.
- 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 will be made without the written permission of the Centre Director or member of the senior management team. This permission will only be given in exceptional circumstances. If a Student makes a change to his/her accommodation arrangements or leaves accommodation provided by INTO without the prior written consent of the Centre Director, the Student shall remain liable for the full accommodation payments invoiced or reserved at the time of confirmation.
- 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. For the avoidance of doubt, the Student shall remain liable for the full accommodation payments invoiced or reserved at the time of confirmation in respect of the vacated property.
- 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 may incur an additional charge.

## 22. Airport pickups

- a. Airport pickups may be booked for the fee detailed in the Brochure (the "Airport Pick-up Fee"). The airport pickup will be for the passenger named on the application form only or for named Students if Students agree in advance (and notify INTO) 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 may apply for waiting periods longer than 30 minutes.
- d. Airport Pick-up Fees will only be refunded for 'missed pickups' if the Student informs INTO, by telephoning the INTO emergency telephone number (as publicised in your confirmation pack), that their pickup will not be required or that they will be delayed before they leave the departure airport, or if they have arrived at their destination airport and the transfer is a no show, they telephone the INTO emergency telephone number (as publicised in your confirmation pack), to alert the INTO Centre that their transfer is a no show before they leave the arrival airport.
- e. Airport pickups 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 the UK entry airport. A similar compulsory delivery of students under 18 to their departure airport applies.

## 23. Travel to the INTO Centre

- a. INTO expects Students to assist INTO with its Green Travel Plan, or that of the university as maybe reasonably required. The Green Travel plan can be found here: [www.ncl.ac.uk/sustainable-campus/assets/documents/NUTRAVELPLANUPDATE2015.pdf](http://www.ncl.ac.uk/sustainable-campus/assets/documents/NUTRAVELPLANUPDATE2015.pdf)
- b. Students may not bring cars to campus unless otherwise agreed in advance by INTO. Please contact INTO for further details of our Green Travel Plan.

## 24. Record keeping duties under TIER 4 Immigration rules (PBS)

- a. INTO is required to comply with regulations of the UKVI enforced from time to time. Students undertake to comply with any reasonable requests as determined by UKVI regulations. The requests may include but are not limited to providing a copy of Students' passport, identity card for foreign nationals or United Kingdom immigration status document, Students' UK contact details and class attendance records.
- b. Under the TIER 4 Immigration rules (PBS) 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 other 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, students should register with the police and should provide proof of same to the Centre Student Support Team.
- d. Students are ultimately responsible for reviewing and ensuring that their visa application complies with current UKVI visa requirements.

## **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 indicates that 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 that 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. 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.

## **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.
- 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 and contact details thereof must be supplied 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 liability of Students shall also infer liability on 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**

- a. INTO Newcastle respects your privacy and is committed to protecting your personal information. Further on how we look after your personal information can be found in our Privacy Notice <http://www.intostudy.com/Portals/2/Downloads/Terms/UK/Privacy-Policy/INTO-NCL-privacy-policy.pdf>

## **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).
- 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 paid or 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 so 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. 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 will agree an alternate course of action with the Student.

## **29. Disclaimer**

- a. Every effort is made to ensure that content published in the Brochure is correct at the time of publication. However, due to circumstances beyond INTO's control there may be instances where information contained in the Brochure may have changed since date of publication. The most up to date source of information is the Into Study website which can be accessed at [www.intostudy.com](http://www.intostudy.com). In the event that there are material changes to the information contained in the Brochure or to the information on the Into Study website, these changes will be highlighted in future correspondence. 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 and specifications and the regulations on the INTO website.
- 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.
- c. Applicants to INTO Courses 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 Courses offered, changes to accommodation provision or fees and charges to be levied by the university partner where applicable.
- d. INTO, in marketing its Courses, aims to comply with the British Code of Advertising Practice issued by the Advertising Standards Authority.
- e. Applications to universities for undergraduate or postgraduate courses are governed solely by the applicable terms and conditions of that university, 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, sex, 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 (and 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 English language Courses and/or academic Courses and any other 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 these 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**

- a. INTO reserves the right to vary these Terms and Conditions. INTO will at all times, where possible, provide the Student with reasonable notice of any changes to the Terms and Conditions.
- b. Where material changes to these Terms and Conditions are to be implemented (prior to or after the contract being concluded with the Student) INTO will obtain the student's express consent to the said changes by indicating the material changes to the Student in the Offer Letter (or any time prior thereto) or via separate correspondence in the event that the Offer Letter has been signed.

### **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. 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 it 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.

### **36. University placement and progression**

- a. Students who pass the INTO Foundation but do not meet the criteria for progression onto further study at Newcastle 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, Diploma or Graduate Diploma and who meet the individual entry requirements of Newcastle 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 University entry requirements.

### **37. Behaviour, welfare and attendance**

- a. By signing the Application Form the Student agrees to adhere to INTO Newcastle University's Disciplinary and Attendance Policy], which requires attendance at ALL classes. The student should refer to the Disciplinary and Attendance Policy provided at induction. Students will be registered with Newcastle University and will therefore be required to abide by the rules and regulations of Newcastle University

### **38. Complaints Handling policy**

- a. INTO's complaints handling policy can be found at <http://www.intostudy.com/en-gb/Terms> Students are advised to familiarise themselves with the details of the complaints handling policy as there are separate procedures for the handling of academic and non-academic complaints.
- b. In the event of any complaints remaining unresolved, students are directed to Newcastle University's Student Progress Service. The relevant complaints handling policy can be found here: <http://www.ncl.ac.uk/students/progress/Regulations/SPS/complaints.htm>

### **39. 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 delivered by hand, on signature of a delivery note or at the time notice is left at the proper address;
  - ii. if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second business day after posting or at the time recorded by the delivery service (business day for the purpose of this paragraph shall mean a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business); or
  - iii. if sent by email, at 9.00 am on the next business day after transmission.

### **40. 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 of 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 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. At February 2017, 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 ("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.



#### **41. Third parties**

- a. 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.

# Appendix A

## Model Cancellation Form

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

To INTO Newcastle University

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

Name of Student:

Address of Student:

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

Date