

INTO 

 **Newcastle**
University



TERMS AND CONDITIONS

2019 / 2020

INTO Newcastle University

Terms and Conditions

2019/2020

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, a limited liability partnership registered in England with company number OC325583 and whose registered office is at One, Gloucester Place, Brighton, BN1 4AA ("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 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. For the purposes of the Terms and Conditions, any reference to INTO includes the following entities: INTO University Partnerships Limited, 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 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.

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:
 - 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);

- ii. pay the initial payments - the tuition initial payment (the "Tuition Initial Payment") will be deducted from the tuition fees due for the Course and the accommodation initial payment (the "Accommodation Initial Payment") will be deducted from the accommodation costs (together "the Initial Payments"). The Initial Payments details will be set out in the Offer Letter; 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 INTO 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 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"). Once you have confirmed acceptance of your Course, the amount of the Course Fees will be fixed for the duration of the Course. 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. One to one tuition – Any Student who requires one to one tuition must agree such tuition with the INTO Centre in advance. The cost of English language tuition is available on request from the Academic Director at the INTO Centre and will be invoiced and payable by the Student in advance. One to one tuition for other subjects may be available and charges may vary. The Student should speak to the Academic Director in the INTO Centre in the first instance to confirm what tuition is available and to confirm the cost.
 - ii. 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.
 - iii. 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.
 - iv. 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.
 - v. 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. Certain payment options will, to the extent permitted by law, incur processing fees and credit-card surcharges. 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, to the extent permitted by law, be re-invoiced to the Student's account so INTO receives payment in full.
- 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, to the extent permitted by law, be applied.
- 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 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.
- 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 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.)
- i. Any variation to the standard payment terms contained in this paragraph 3 can only be made with the prior written agreement of the Centre Director of the INTO Centre.
- J. INTO will not accept cash payments in the sum 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. 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 payee at the current exchange rate when the refund transaction is 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, 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 payments 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. Fees remain payable by the Student as set out in these terms and conditions.

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 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.

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, as set out paragraphs 10 and 11 respectively, the following charges shall apply and be payable by the Student:

Tuition Fee Cancellation Charges:

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

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

Cancellation after the Course commencement: (a) if the Student cancels the Course up to six (6) weeks after the Course commencement date the Student will incur a cancellation fee of the entire term’s tuition fees in respect of the term in which the Student gives notice of their cancellation; and (b) 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:

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

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

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 in writing to the INTO Admissions Office, One Gloucester Place, Brighton, BN1 4AA or by email to UKadmissions@intoglobal.com. Cancellations will become valid on the day the written notice is received by INTO in accordance with paragraph 38.
- 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, 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")

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). You will incur Cancellation Charges (as set out in paragraph 7(a)) if you withdraw from a Course. The balance of any monies owed to the Student will be refunded after deducting the Cancellation Charges as set out in paragraph 4.

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 within 14 days after the day the contract is entered into between the Student and INTO, 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 in writing at the INTO Admissions Office, One Gloucester Place, Brighton, East Sussex, BN1 4AA or 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 30 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 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 (a) and (b) 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).
- 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 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 Payments 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, 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.

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, 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, 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. 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) to INTO Admissions Office, One Gloucester Place, Brighton, BN1 4AA or by email to UKadmissions@intoglobal.com.

12. Deferrals

- a. A Student may defer the start of their Course up to a maximum of two occasions if the Student has been prevented from starting their Course by "external events". 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 (i) any request to defer their Course is made in writing, accompanied by a full explanation of the reasons for the request together with the details of the Student's new preferred start date, and (ii) the request reaches INTO, at INTO Admissions Office, One Gloucester Place, Brighton, BN1 4AA or by email to UKadmissions@intoglobal.com, at least six (6) weeks before the Course commencement date. If INTO receives the request after this date, the Cancellation Charges and the Uniplan Insurance Cancellation Fee shall apply as per paragraph 7.
- c. All deferral requests 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 in paragraph 12(a) will be considered by INTO on a case-by-case basis and will be at INTO's sole discretion.
- e. If a request to defer is successful a new CAS will need to be issued and the Student will be charged the fee in respect of the new CAS as described in paragraph 6(c).
- 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 a visa refusal, the provisions in paragraph 10 shall apply.
- h. 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. By signing the Acceptance Form, 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, 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 the Student will have to return home.
- 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. By signing the Application Acceptance 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.
- b. By signing the Acceptance Form, the Student agrees to adhere to INTO Newcastle University's Disciplinary and Attendance Policy, which requires attendance of all classes. The Student should refer to the Disciplinary and Attendance Policy, published in the Programme Handbook. Students will be registered with Newcastle University and will therefore be required to abide by the applicable rules and regulations of Newcastle University. Under 18s in INTO Newcastle University Accommodation will be required to adhere to the Under 18s Accommodation Management Policy.
- c. By signing the Acceptance Form the Student agrees to adhere to the INTO Centre Code of Conduct (published in the Programme Handbook) in addition to relevant University regulations. Serious breaches of INTO and/or University regulations may result in expulsion from the INTO Centre and 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 at the INTO Centre, if the Student has any welfare and/or pastoral problems or concerns, the Student should refer to the Programme Handbook or contact the Student Experience team at the INTO Centre in the first instance.

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 due to unforeseen circumstances in which event INTO will provide Students with reasonable and adequate 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, lab practicals, off site field trips). English language classes will have a maximum class size of 20.
- 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.
- c. Students on Pre-sessional courses MAY NOT arrive late.
- d. If, due to late arrival, a new CAS has to be issued, the charges set out in paragraph 6(c) shall apply.
- e. No discount or refund of Fees will be given for late arrivals.

19. Accommodation

- a. In the Application Form, you are required to select your preferred accommodation. INTO aims to provide the accommodation as requested but INTO reserves the right to offer an alternative type of accommodation. This will be charged at the published rate for such accommodation as set out on the website www.intostudy.com.
- 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. Under 18s in INTO Newcastle University Accommodation will be required to adhere to the Under 18s Accommodation Management Policy.
- 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 and payment of the appropriate Accommodation Initial Payment, as set out in the Offer Letter and the 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 or Newcastle University 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 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, 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 38.
- 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 for the fee detailed on the website (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 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

- a. INTO expects Students to assist INTO and/or the University with its Green Travel Plan. The Newcastle University Travel Plan can be found here:
www.ncl.ac.uk/estates/assets/documents/NUTRAVELPLANUPDATE2015FINALWEB.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

- 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 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 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 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.

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. 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. 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.
- e. Under 18s in INTO Newcastle University Accommodation will be required to adhere to the Under 18s Accommodation Management Policy.

27. Use of Student Information by INTO

- a. The use of your personal information is taken very seriously. 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/newcastle/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; 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 agree 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, 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.

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, 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

- a. It may sometimes be necessary for INTO to make changes to these Terms and Conditions, including to respond 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. 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.

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, International Year One 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. 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, the relevant alternative dispute resolution provider used by the INTO Centre is The Office of the Independent Adjudicator found at the following web address <http://www.oiahe.org.uk/>

38. 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; or
 - iii. if sent by email, at 9.00 am on the next business day after transmission.

39. 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.

40. 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 UK Admissions, INTO University Partnerships Limited, One Gloucester Place, Brighton, East Sussex BN1 4AA

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

[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