

Important

1. Application of the Terms and Conditions

- These terms and the offer letter (together the "Terms and Conditions") set out the contractual terms which apply between INTO Newcastle University LLP ("INTO") and students ("Students") in relation to the English language courses and/or academic programmes and any other INTO courses (the "Course").
- As such, Students should ensure they read the Terms and Conditions very carefully before signing and submitting their application for admission to INTO.

2. Application to the Course and confirmation of acceptance

- To apply for a place on a Course, Students should complete their application and submit it to the INTO Admissions Office.
- INTO may accept or reject applications in its absolute discretion. If INTO accepts the application, INTO will issue a written offer of a place on a Course to the Student (including any conditions relevant to the offer) (the "Offer Letter") together with an acceptance form for the Student to confirm their acceptance of the offer of the place.
- In order to accept the offer, the Student must:
 - complete and return to INTO the acceptance form confirming acceptance of the offer of the place indicated in the Offer Letter;
 - pay a deposit as described in the Offer Letter which will be used towards the tuition fees due for the Course. The amount of the deposit required will be shown in the Offer Letter;
 - pay the Uniplan Insurance premium (details of which are set out earlier in this brochure) and submit the completed Uniplan form to INTO or proof of alternative insurance cover.
- After completion of the actions listed in paragraph 2c above, the contract between the Student and INTO is formed. However, if the offer is "conditional", the contract shall not come into force unless and until the Student meets the conditions of the Offer Letter and completes the actions listed in paragraph 2c above.

3. Tuition Fees and Payment

- The balance of the tuition fees payable for the Course and any insurance fees (if applicable) payable must be paid to INTO no later than six weeks prior to the start date of the Course (which is stated in the Offer Letter). Details of indicative course dates are included in this brochure.
- Tuition fees and insurance fees (if applicable) must be paid in full in pounds sterling by cheque, banker's draft, bank transfer, credit card or debit card. Payment by credit card is subject to a surcharge of 2%.
- If bank or credit card charges are incurred by INTO on such payments, where these charges have been incurred through no fault of INTO, these will be re-invoiced to the Student's account so that INTO receives the payment in full.
- Tuition fee deposits are non-refundable unless the Student is unable to meet visa entry 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 below).
- Any variation to standard payment terms will only be made by prior agreement in writing by the Centre Director of INTO.
- The prices stated in this brochure are valid for confirmed bookings (with payment) received by INTO on or after 01 January 2013 and until further notice. Please contact INTO for further details or visit the website.

4. Other Fees

- One to one tuition (English language only) – Any Students who require 1:1 tuition must agree such tuition with the Centre in advance. Such tuition will be charged at £75 per hour and will be invoiced in advance.
- Text books – Text books and/or appropriate Course materials will be supplied to Students on enrolment for International Foundation, International Diploma, Graduate Diploma, English for University Study or Pre-session English Courses. Students will be invoiced for the text books and/or appropriate Course materials immediately following receipt by INTO of the Student's acceptance of the offer of a place on the Course and such invoice is payable at least six weeks before the start date of the Course. The approximate cost of text books and/or appropriate Course materials will be: £170 per academic course (3 terms), £200 per academic course (4 terms), £60 per term for the English for University Study, £55 for 10 week Pre-Sessional English course, and £35 for 6 week Pre-English course, £35.
- Laboratory fees – Students who are enrolled on science-based academic Courses (i.e. International Foundation pathways in Physical Sciences and Engineering; Biological and Biomedical Sciences) shall be charged an additional fee of £325 per academic year to cover the use of laboratory facilities. This fee will be invoiced to the Student immediately following receipt by INTO of the Student's acceptance of the offer of a place on the Course and such invoice is payable at least six weeks before the start date of the Course.

5. Overdue fees

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

6. Changes to Certificates of Acceptance for Study ("CAS")

- INTO will issue a CAS, no more than 6 months before the Student's first Course start date provided that:
 - the Student's offer is unconditional; and
 - the Student has paid their deposit or full fees as set out in the Offer Letter.
- Before issuing the CAS, INTO will confirm with the Student or the agent 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 UK Border Agency ("UKBA").
- 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 UKBA and 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 £13 but is subject to review.

7. Cancellation Charges

- 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 conditions of the Student's Offer Letter not being met, the following charges apply:

Academic course and English for University Study, General English and Pre-sessional English programmes

Tuition Fee Cancellation charges

Four weeks or more before commencement: cancellation fee of £500
Less than four weeks before commencement: cancellation fee of £1000

Accommodation Fee Cancellation charges

Four weeks or more before commencement: cancellation fee of £500
Less than four weeks before commencement: cancellation fee of £1000

- Cancellations must be made in writing to INTO. Cancellations will become valid on the day the written notice is received by INTO.
- Cancellation charges will be deducted from the deposit and/or tuition fees paid by the Student or, if no deposit and/or tuition fees have been paid by the Student, INTO will invoice the Student for the cancellation charges. Payment shall be due within 30 days of the date of such invoice.
- Cancellation of a Course includes cancellation of any Uniplan Insurance policy. Students will be charged for the length of insurance cover received so far and will be refunded a proportion of the premium for the unexpired period of cover less a £25 administration charge.

8. IMPORTANT: Leaving a Course early

- If a Student wishes to withdraw from their Course, they must notify INTO in writing as described above in the section "Cancellation". Once a student has arrived at the INTO Centre no course fees will be refunded if the Student withdraws.
- Accommodation cancellation charges will apply as outlined at paragraph 22 below.

REFUNDS - IMPORTANT NOTE

Tuition Fees. There is no refund of tuition fees once a student has arrived at the Centre and commenced his/her programme.

Accommodation Fees. There is no refund of accommodation fees once a student has arrived and moved into his/her accommodation. The student is bound by the terms and conditions of the accommodation contract. Please see below Section 22 "Accommodation changes or cancellation".

9. Contracts made by Distance Communication

- 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").
- Students are entitled to cancel a Distance Contract at any time up to the earlier of:
 - 7 days from the date when the Distance Contract is concluded; or
 - the date on which the Student starts the Course.
- 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 (b) above.
- If any payment has been made by the Student to INTO under these Terms and Conditions prior to the date of cancellation then a full refund will be provided by INTO using the same payment type as soon as possible but, in any event, within 30 days of receipt of the Student's notification of cancellation.

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

- 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 advises INTO that the Student has 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 General English courses, English for University Study and Pre-Sessional English programmes).
- 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 (a) above provided that the Student complies with the notice requirements set out and any deposit and/or tuition fees already paid will be refunded accordingly. Failure to provide the relevant information in the timescales set out in paragraph (a) will result in normal cancellation charges applying as set out in paragraph 7 and no fees already paid will be refunded.
- 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 10b, the Student shall be liable for the greater of the £1000 cancellation charge set out in paragraph 7 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

- 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.
- If a Student does not meet the conditions of the Offer Letter (Academic or English), provided that the Student informs INTO in writing and sends evidence that the conditions 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). 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 time lines outlined above, any deposits/fees already paid (minus the Uniplan Insurance cancellation fees as outlined above in paragraph 7d) will be refunded by INTO to the Student. Failure to do this will result in normal cancellation charges applying (as set out above) and no fees will be refunded.

12. Deferrals

- 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.

- 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 four weeks before the Course start date. If INTO receives the request after this date, normal cancellation charges will apply (see the "Cancellations Charges" section above). The request should also include details of the Student's preferred new start date for the Course.

- 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.

- 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.

- 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).

- Student accommodation will need to be re-booked and is subject to availability.

- If the reason for deferral is due to visa refusal, the provisions set out under section 10 above shall apply.

13. Academic criteria and attendance

- Students are accepted onto 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.
- Students are accepted onto 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 the Programme Manager for the course, they may be deemed to have withdrawn or be required to leave the Course.
- 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.
- Students who do not meet the academic and/or any other attainment criteria for successful completion will not be allowed to proceed with their intended study plan. In such cases, Students will be offered advice on suitable alternative study options.
- Students who do not meet the attainment criteria for progression from an English language programme to their intended Course of study (including Extended courses) 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

- Offers are made to Students onto 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 English language proficiency is significantly 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.
- In these cases, Students will not be allowed to proceed with their original Course and will be advised as to possible alternatives. Such alternatives may include:
 - an alternative study plan which may involve additional time and expenditure with regard to tuition and accommodation fees; or
 - if the English Language level is below the level for visa entry purposes then the Student will have to return home.

15. Behaviour and welfare

- By signing the application form, the Student consents to INTO requesting and receiving any relevant information from any Newcastle University school, service or centre concerning the Student's behaviour and welfare, and to allow the efficient operation of the Centre.
- If the Student has welfare and/or pastoral problems or concerns, the Student should in the first instance contact the Centre's Welfare Officer and notify the Head of Student Services.
- By signing the application form the Student agrees to adhere to Newcastle University's rules and regulations - www.ncl.ac.uk/students/progress/student-resources/regulations/

16. Class times and sizes

- For all Courses, classes will normally be held Monday to Friday between the hours of 08:00 and 18:30 but INTO reserves the right to hold classes outside of these times.
- The maximum class size is normally 16 students for English for University Study and 18 students for English language modules on academic Courses. However, where appropriate, classes may be combined for university style lectures.
- Lessons will take place in the form of classes, seminars and workshops. Class sizes will vary depending on the learning format (e.g. lecture, seminar, lab practicals).
- Examinations may be held in the evening, on weekends and public holidays.

17. Holidays in England

- No regular classes will take place at INTO on recognised public holidays in England. Please refer to the Fees page in the INTO Newcastle's brochure for exact dates.
- No refunds will be made for classes not taking place on these dates.
- On occasion examinations may be held on these dates. Term dates relevant to individual Courses are published in this brochure and no classes will take place outside these dates.

18. University placement and progression

- Students who pass the INTO Foundation Course 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 tuition fees paid, 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.
- Students who successfully complete the INTO Foundation, Diploma or Graduate Diploma programme and who meet the individual entry requirements of Newcastle University for their chosen degree 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.

19. Arrivals

- Students must meet any minimum age requirements listed under the appropriate course key facts section of the INTO brochure. Students must arrive at the Centre on the Saturday or Sunday before the Course start date and register and enrol on the published 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, INTO 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. All late arrivals must be approved in advance by the Centre Director 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 the Pre-session 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.

20. Accommodation

- a. At the time of application to the Course, Students are invited 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 this brochure.
- b. Accommodation is allocated as per the instructions on the application form and upon receipt of the signed copy of the Student's Acceptance Form and payment of the appropriate accommodation deposit (as evidenced by the Student's invoice).
- c. Students will be sent a draft/sample copy of the accommodation contract with their Offer Letter and are required to sign an Accommodation Acceptance Form to acknowledge their acceptance of the conditions of the accommodation contract when returning their confirmation documents and deposit.
- d. The accommodation deposit is described in the Offer Letter. Accommodation is guaranteed once the deposit has been paid, the student has returned the signed Accommodation Acceptance Form, and the Student has received confirmation that the room they have requested is available.
- e. INTO accommodation is only available to Students who are registered on full-time INTO Courses.
- f. Accommodation is not available to family members of Students (unless they are also registered on full-time Courses at INTO).
- g. INTO advises Students to insure their personal belongings. INTO shall have no liability for any loss, theft and/or damage to Students' personal belongings. INTO can provide details of insurance policies on request.
- h. Where a Course spans a holiday period accommodation will still be charged for those periods.
- i. Damage and Sundry expenses deposit – All Students will be required to pay a damage and sundry expenses deposit of £500 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. Such deposit is refundable at the end of the Course minus any costs for any damages, exceptional cleaning or fines which have been incurred either to the residential/homestay accommodation or to the premises and/or facilities of INTO which are discovered during occupancy or once an inspection has taken place within the Student's departure. INTO will repay any monies owing within 60 days of the Student's final Course end date.
- j. Breakages – Students are responsible for payment of any damage caused by them to property owned or occupied by Newcastle University or INTO. Students in residential accommodation may be required to sign an inventory on arrival and departure. INTO reserves the right to recover costs for damage or exceptional cleaning from Students. Any damage which requires repairs and/or exceptional cleaning which occurs whilst the Student is living in the property or is required following the Student's departure will be charged to the Student separately at the going rate. Such amounts will be deducted from the deposit payable by the Student as set out in paragraph 20i above. If the amount due is in excess of the 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.
- k. The damage and sundry expenses deposit is to cover outstanding damages and repairs once the Student has vacated the property and/or any fines or damage charges incurred during the study period remaining unpaid at the time of the Student's departure.

21. Accommodation fees

- a. All accommodation fees for the entire duration of the accommodation booked must be paid in full in pounds sterling by cheque, banker's draft, bank transfer, credit or debit card at least six weeks prior to the start date of the Course. Payment by credit card is subject to a surcharge of 2%.

22. Accommodation changes or cancellation

- 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 contract they will have received with their Offer Letter.
- b. Students are bound by the terms and conditions of their accommodation contract upon the signing of the accommodation contract or once the Student arrives and moves into the residential/homestay accommodation whichever is earlier.
- c. After the contract commencement date the student is fully liable for the duration of the contract unless and until INTO can reallocate the room.
- d. Once a student arrives and moves into the Accommodation, then they are bound by the terms and conditions of their accommodation contract, and no notice period is accepted.
- e. No change to the type of accommodation arrangements will be made without the written permission of the Head of Student Services or the Centre Director of INTO. 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.
- f. Contracts for accommodation: All students will receive confirmation of their accommodation once full fees have been received. Students have 7 days from the receipt of their accommodation confirmation to change their mind. If INTO has not received notification from the Student that they do not want the accommodation within this timeframe we will assume that the Student agrees to the terms and conditions and if the Student subsequently (on arrival) changes their mind they are subject to the published cancellation charges. Please refer to your accommodation contract for full details. If a student has requested residential accommodation (halls of residence) there is no notice period, which means you will not be released from your contract.

As a resident of INTO accommodation, you must also observe the terms and conditions for your particular accommodation. Should you decide to leave INTO accommodation, you will be charged the rent on your room for the remainder of the contract and will only be released from this arrangement if another INTO Student can be found who is not already living in INTO accommodation.

- g. Where a Student is moving to private accommodation, the Student's parent or guardian must certify 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.
- h. Residential accommodation is not available over the two week Christmas period to Students who are under 18 years old. Alternative arrangements may be made by individual agreement at the time of booking and will incur a supplementary charge of up to £200 per week.

23. Airport pickups

- a. Airport pickups may be booked as specified earlier in this brochure. 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 additional fees.
- c. The first 30 minutes of waiting time is included in the fee as specified in this brochure. Additional fees may apply for waiting periods longer than 30 minutes.
- d. Fees will only be refunded for 'missed pickups' if the Student informs INTO, by telephoning the INTO emergency telephone number (as published in the pre-departure guide), that their pickup will not be required or 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 published in the pre-departure guide), that their transfer is a no show before they leave the arrival airport.
- e. Airport transfer fees must be paid for at the time of booking.
- f. Airport pickups are compulsory for students under 18, unless parents provide INTO Newcastle University 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.

24. Travel to INTO Newcastle University

- a. INTO expects Students to assist INTO with its Green Travel Plan, as may be reasonably required.
- b. Students may not bring cars onto campus unless otherwise agreed in advance by INTO. Please contact INTO for further details of our Green Travel Plan.

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

- a. INTO is required to keep a copy of Students' passport, identity card for foreign nationals or United Kingdom immigration status document and Students' contact details.
- b. Under the TIER 4 Immigration rules (PBS) Newcastle University will report to the UKBA in the following circumstances:
 - i. if the Student fails to enrol on the Course within the enrolment period;
 - ii. if the Student misses 10 expected contacts without INTO's permission;
 - iii. if Newcastle University stops being the Student's immigration sponsor for any other reason, for example, if the Student moves into an immigration category that does not need an approved education provider;
 - iv. if there are any significant changes in the Student's circumstances, for example, if the length of a course of study becomes shorter; or
 - v. if INTO has any suspicions that the Student is breaking any conditions attached to their permission.

26. 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 INTO 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.

27. Students who are under 18

- a. INTO recommends that parents appoint a UK based guardian for international 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 must be supplied before the Course commences.
- 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. Both forms will be included with the INTO offer documents and must be completed and returned to INTO at the confirmation stage. Confirmation documents will not be issued unless these forms are returned. Failure to return these forms could result in a Certificate of Acceptance for Studies 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.

28. Student information

- a. Students agree that copies of their regular reports on their academic progress and performance can be supplied to parents, sponsors or agents without notification. Consent is hereby given by the Student to the above until formally withdrawn in writing.
- b. Students agree that if INTO has serious concerns about their welfare, INTO can contact their parents or family members without notification. Consent is hereby given by the Student to the above until formally withdrawn in writing.
- c. Students and, if the Student is under 18, the Student's parents/guardians/sponsors hereby consent that the Student's records and achievements, images and sound may be used for promotional purposes. Such consent to remain in force until formally withdrawn in writing.
- d. INTO is obliged to report visa status, attendance records and UK contact details to relevant UK government bodies and will do so in accordance with its legal obligations under relevant legislation (including under the Data Protection Act 1998).
- e. INTO may disclose information about the Students for the purposes of (without limitation):
 - i. the administration of justice;
 - ii. the exercise of any functions of either House of Parliament;
 - iii. the exercise of any functions conferred on any person by or under any enactment;

- iv. the exercise of any functions of the Crown, a Minister of the Crown or a government department; and/or
- v. the exercise of any other functions of a public nature exercised in the public interest by any person i.e. necessary for legitimate purposes and justified by the Data Protection Act.
- f. INTO will process personal information provided to it by Students in accordance with the Data Protection Act 1998 and any other applicable data protection legislation. For further information about how INTO handles and uses personal data please see INTO's Privacy Policy which can be viewed at: www.intohigher.com/uk/en-gb/footer/legal-and-privacy.aspx.
- g. INTO will only use the personal information provided to it by students in order to provide and administer the course. Please note that personal data may be shared between INTO and Newcastle University as necessary in order to provide and administer the course. Any personal data shared with Newcastle University in accordance with the Data Protection Act 1998 and with any other applicable data protection legislation. Students acknowledge and agree that by providing their personal details, INTO may also pass their personal data to external agencies or other selected third parties for the purposes of seeking participation in student surveys, undertaking academic audits or ensuring compliance with INTO's regulatory responsibilities. For further information about how INTO uses personal data relating to students please refer to paragraph 28f.

29. 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. Nothing in these Terms and Conditions 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 due to circumstances beyond its reasonable control.

30. Disclaimer

- a. This brochure is prepared in advance of the academic year to which it relates. The information is correct at the time of going to press (November 2012) and the programmes and services described herein are those which INTO is planning to offer. However, INTO reserves the right, to amend, add or remove any programmes, Courses and/or services set out in this brochure and/or the timetable, delivery, content syllabus and assessment of such Courses. The University also reserves the right to amend the regulations governing those Courses without prior notice. INTO therefore strongly recommends that immediately prior to making any application 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. INTO also reserves the right to make variations to the contents and methods of delivery of the programmes, Courses and services, to discontinue programmes, Courses and services, and to combine and merge programmes and Courses, if such action is reasonably considered to be necessary by INTO.
- c. Applicants to INTO programmes and 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 programmes and Courses of offered, changes to accommodation provision or fees and charges to be levied by Newcastle University.
- d. INTO in marketing its programmes 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.

31. 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.

32. Entire Agreement

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

33. Changes to these Terms and Conditions

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

34. Transfer of these Terms and Conditions

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

35. Severance

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

36. Governing Law and Jurisdiction

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

This information is available in different formats. Please contact the Centre to request a copy.