

**INTO Newcastle University**  
**Terms and Conditions 2016–2017**  
**Effective from 8<sup>th</sup> March 2017**

**Important**

**1. Application of the Terms and Conditions**

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

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

- a. To apply for a place on a Course, Students should complete their application and submit it to the INTO Admissions Office.
- b. 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.
- c. In order to accept the offer, the Student must:
- i. complete and return to INTO the acceptance form confirming acceptance of the offer of the place indicated in the Offer Letter;
  - ii. pay a deposit as described in the Offer Letter which will be used towards the tuition fees due for the Course. The amount of the deposit required will be shown in the Offer Letter; and
  - iii. pay the Uniplan Insurance premium (details of which are set out in this brochure) and submit the completed Uniplan form to INTO or provide proof of an acceptable alternative insurance cover.
- d. After completion of the actions listed in paragraph 2c above, the contract between the Student and INTO is formed. 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**

- a. The balance of the invoice including tuition fees payable for the Course, enrolment fee 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.

b. The invoice including tuition fees, enrolment fee 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.

c. If bank, credit or debit 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.

d. 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 in section 10 below) or meet conditions of offer (details of which are set out in section 11 below)

e. Any variation to standard payment terms will only be made by prior agreement in writing by the Centre Director of the INTO Centre.

f. The prices stated in this brochure are valid for confirmed bookings (with payment) received by INTO on or after 01 January 2016 and until further notice. Please contact INTO for further details or visit the website.

g. 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 we are 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.

h. Refund of any payment made to INTO can only be made to the account from which the payment was made originally. Proof of payment such as a receipt or a bank statement showing payment from that account must be produced for a refund to take place. Failure to do so may delay the refund severely or prevent it altogether.

i. INTO will not accept payment for cash sums greater than a total of £500 during the period the student contracts with INTO. Refunds will not be paid via cash. INTO reserves the right not to accept any payment by cash at its own discretion.

#### **4. Other fees**

a. One to one tuition – Any Students who require 1:1 tuition must agree such tuition with the INTO Centre in advance. English language tuition will be charged at £75 per hour and will be invoiced in advance. One to one for other subjects may be available and charges may vary. For such tuition, the student should speak to the Academic Director in the INTO Centre in the first instance.

#### **5. Overdue fees**

a. 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 due date (either six weeks prior to course commencement or date of receipt of visa) until payment.

b. 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.

c. Fees remain payable if a 'notice of withdrawal' has not been given in accordance with 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 their deposit or full fees as set out in the Offer Letter.

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

c. If the Student requests any changes to the information on the CAS (other than an update to the 'Fees paid to date' information after making further payments) after INTO has submitted the details to the Home Office and a new CAS is required, the Student will be charged for each request at the then prevailing rate. At the time of going to print the cost is £21 but is subject to review by the Home Office.

## **7. Cancellation charges**

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

### **Academic programmes, English for University Study, and Pre-sessional English Courses**

#### **Tuition fee cancellation charges:**

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

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

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

#### **Accommodation fee cancellation charges:**

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

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

b. Cancellations must be made in writing to the INTO Admissions Office, One Gloucester Place, Brighton, BN1 4AA. Cancellations will become valid on the day the written notice is received by INTO.

c. 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.

d. Cancellation of a Course prior to the start date of the course includes cancellation of any Uniplan Insurance policy. If you cancel your Uniplan Insurance policy, a charge will be made based on the number of days you have had cover less a cancellation fee of £25.00, unless you have travelled or a claim or an incident likely to give rise to a claim has occurred, in which case no refund will be due. Please note once a student has commenced their Course then no cancellation of the insurance cover is possible and there is no refund due for the Uniplan premium.

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

a. If a Student wishes to withdraw from their Course, they must notify the INTO Centre in writing as described above in the section 'Cancellation charges'. Once a student has arrived in the UK and commenced their course in the centre, there will be no refund of fees.

b. Accommodation cancellation charges will apply as outlined at paragraph 21 below.

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

a. If INTO has made its offer for a place on the Course and the offer has been accepted by the Student solely by means of distance communication (i.e. if up to the point when the contract is concluded there has been no face-to-face contact between the Student and INTO or INTO's representative) then the contract between us is a "Distance Contract".

b. Students are entitled to cancel a Distance Contract at any time up to the earlier of:

i. 14 days from the date when the Distance Contract is concluded; or

ii. the date on which the Student starts the Course.

c. In order to cancel the Distance Contract, the Student must inform INTO in writing at the INTO Admissions Office, One Gloucester Place, Brighton, East Sussex, BN1 4AA within the time periods set out in paragraph (b) above.

d. 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**

a. Students are entitled (provided such refusal / delay is not the result of any fraudulent activity) to cancel or defer a Course due to refusal or non receipt of a necessary visa providing that the Student informs the INTO Admissions Office in writing and sends evidence to INTO of the visa refusal or that the Student advises INTO that they have not yet received the relevant visa from the Embassy as early as possible and in any event no later than two weeks after the Student's proposed Course start date (or one week for English for University Study and Pre-sessional English courses).

b. 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.

c. 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 full deposit which will become non-refundable and the total of all claims, damages, losses (including consequential and indirect losses) and expenses incurred as a result of such fraud and the need to comply with any associated internal or external investigation.

### **11. Cancellation because conditions of offer are not met**

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

b. If a Student does not meet the conditions of the Offer Letter (Academic or English language), 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 timelines 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. A Student may defer the start of a Course if the Student has been prevented by external events from starting the Course, up to a maximum of two occasions. An external event includes (without limitation) serious illness or injury of the Student or of a close member of the Student's family.

b. Students must ensure that any request to defer is accompanied by a full explanation of the reasons for the request, is presented in writing and reaches the INTO Admissions Office in the UK at least six weeks before the Course start date. If INTO receives the request after this date, normal cancellation charges will apply (see the 'Cancellation charges' section above). The request should also include details of the Student's preferred new start date for the Course.

c. All deferrals are subject to the availability of the requested chosen new Course start date at the time INTO receives the Student's request to defer.

d. Any deferral requests in excess of the two occasions referred to above will be considered by the INTO Admissions Office on a case-by-case basis and acceptance of a deferral request will be at the INTO Admissions Office's sole discretion.

- e. On the basis that a new CAS will need to be issued if a request to defer is successful, the Student will be charged the fee in respect of the new CAS (as described in paragraph 6c above).
- f. Student accommodation will need to be re-booked and is subject to availability.
- g. If the reason for deferral is due to visa refusal, the provisions set out under section 10 above shall apply.

### **13. Academic criteria and attendance**

- a. 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.
- b. 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 or a member of the Centre Senior Management Team, they may be deemed to have withdrawn or be required to leave the Course. In the case of students studying on a Tier 4 visa, the Centre may also report the situation to the Home Office.
- c. During the Course induction all Students will be made aware of the criteria for successful completion of the Course. The assessment of student performance may take into consideration coursework, internal centre examination results, attendance, effort in class and homework.
- d. Students who do not meet the academic and/or any other attainment criteria for successful completion will 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 as being at serious risk of not meeting the attainment criteria for progression from an English language programme, to their intended Course of study (including Extended courses) will be offered advice on alternative study plans which may include further study on the English language Course. In some cases, an alternative study plan may involve additional time and expenditure with regard to tuition and accommodation fees.

### **14. English language admissions criteria**

- a. Offers are made to Students for both English language and academic Courses on the basis of the certification provided by the Students that they meet the admissions criteria. If, however, the results from the tests and assessment procedures on arrival provide clear evidence that a Student's actual level of 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.
- b. Where 14a applies, Students will not be allowed to proceed with their original Course and will be advised as to possible alternatives. Such alternatives may include:
  - i. an alternative study plan which may involve additional time and expenditure with regard to tuition and further accommodation fees; or

ii. if the English Language level is below the level for visa entry purposes then the Student will have to return home.

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

- a. By signing the application form, the Student consents to INTO requesting and receiving any relevant information from any University school, service or centre concerning the Student's behaviour, welfare and attendance, and to allow the efficient operation of the Centre.
- b. If the Student has welfare and/or pastoral problems or concerns, the Student should in the first instance refer to the INTO Student Handbook or contact the Head of Student Services or the Student Services team.
- c. By signing the application form the Student agrees to adhere to the INTO Centre Code of Practice.

### **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 but INTO reserves the right to hold classes outside of these times.
- 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).
- c. Examinations may be held in the evening, on weekends and public holidays, and at venues outside of the main centre.

### **17. Holidays**

- a. No regular classes will take place at INTO on recognised UK public holidays
- b. No refunds will be made for classes not taking place on these dates.
- c. 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. Arrivals**

- a. Students must arrive in the UK on the Saturday or Sunday before the Course start date and register and enrol at the Centre on the 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, the INTO Centre will allow Students to arrive up to two weeks after the published start date for academic Courses and up to one week late on English language Courses. Unavoidable late arrivals must be approved in advance by the Head of Admissions of INTO as soon as the Student becomes aware that he or she will not arrive in time for the scheduled start date.
- c. Students on Pre-session courses will have different arrangements and MAY NOT arrive late.

- d. If, due to late arrival, a new CAS has to be issued, there will be a charge for the issuing of the new CAS (as set out in paragraph 6c above).
- e. No discount or refund of fees will be given for late arrivals.

## **19. Accommodation**

- a. 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). Under 18s are required to stay in INTO accommodation unless full details have been provided of alternative living arrangements with a named adult over the age of 21.
- c. Students will be sent a copy of the accommodation terms and conditions with their offer letter and are required to agree to them when returning the acceptance form.
- d. The accommodation deposit is described in the Offer Letter. Accommodation is guaranteed once the deposit has been paid, the student has returned a ticked and signed Acceptance Form, and the Student has received confirmation that the type of room they have requested is available.
- e. INTO accommodation is only available to Students who are registered on fulltime 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 fees will still be charged for those periods.
- i. Please refer to Section 39 for policy details regarding the Damages and Sundry Expenses Deposit. Terms and conditions 2
- j. Breakages – Students are responsible for payment of any damage caused by them to property owned or occupied by the University (where applicable) or the INTO Centre. Students in residential accommodation may be required to sign an inventory on arrival and departure. The INTO Centre reserves the right to recover costs for damage or exceptional cleaning 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. 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 deposit payable by the Student as set out in paragraph 19i 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.



## **20. 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. If bank, credit or debit 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.

## **21. Accommodation changes or cancellation when a Student has arrived and moved into their Accommodation**

a. Residential/homestay accommodation – In all cases except visa refusals, Students who wish to cancel their accommodation booking will be subject to the cancellation fees as set out in the copy of the accommodation terms and conditions they will have received with their Offer Letter.

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

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

d. No change to the type of accommodation arrangements will be made without the written permission of the Head of Student Services or the Centre Director. This permission will only be given in exceptional circumstances. If a Student makes a change to his/her accommodation arrangements or leaves accommodation provided by INTO without the prior written consent of the Centre Director, the Student shall remain liable for the full accommodation payments invoiced or reserved at the time of confirmation.

e. A Student under the age of 18 may only move to agreed alternative private accommodation where the Student's parent or guardian have certified to INTO that this is the case and that the provision of accommodation by INTO is no longer required. For the avoidance of doubt the Student shall remain liable for the full accommodation payments invoiced or reserved at the time of confirmation in respect of the vacated property.

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

g. Airport pickups 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.

h. Additional family members or chaperones accompanying the named passenger will be charged additional fees.

i. 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.

j. Fees will only be refunded for 'missed pickups' if the Student informs INTO, by telephoning the INTO emergency telephone number (as publicised in the pre-departure guide), that their pickup will not be required or that they will be delayed before they leave the departure airport, or if they have arrived at their destination airport and the transfer is a no show, they telephone the INTO

emergency telephone number (as publicised in the pre-departure guide), that their transfer is a no show before they leave the arrival airport.

k. Airport transfer fees must be paid for at least 6 weeks prior to the course start date.

l. Airport pickups are compulsory for students under 18, unless parents provide INTO with evidence that they have made alternative arrangements for the collection of their child from the UK entry airport. A similar compulsory delivery of students under 18 to their departure airport applies.

## **22. Travel to the INTO Centre**

a. INTO expects Students to assist INTO with its Green Travel Plan, as maybe reasonably required. Please contact INTO for further details.

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.

## **23. 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' UK contact details.

b. Under the TIER 4 Immigration rules (PBS) the sponsor licence holder will report to the Home Office in the following circumstances:

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

ii. if the sponsor licence holder stops being the Student's immigration sponsor for any other reason, for example, if the Student is withdrawn or moves into an immigration category that does not need an approved education provider;

iii. if there are any significant changes in the Student's circumstances, for example, if the length of a course of study becomes shorter; or

iv. if INTO has any suspicions that the Student is breaking any conditions attached to their permission.

## **24. Medical treatment and accident insurance**

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

i. gives permission for the administration of first aid and appropriate nonprescription 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.

## **25. 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 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 and contact details thereof must be supplied at time of confirmation.

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 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.

## **26. 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, by completing the student record section of the application form.

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, by completing the student record section of the application form.

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 Student 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](http://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 the university partner where applicable, as necessary in order to provide and administer the course. Any personal data shared is 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.

## **27. Liability**

a. Subject to the following, INTO (including its staff and/or representatives) shall have no liability to the Student for any loss, damage, costs or expenses arising under or in connection with these Terms and Conditions except where such loss or damage is directly caused by INTO (or its staff or representatives).

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

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

d. INTO shall have no liability for failure or delay to supply the Course and/or any service contemplated by these Terms and Conditions due to circumstances beyond its reasonable control.

## **28. 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 and the Courses and services described herein are those which INTO is planning to offer. However, INTO reserves the right, to amend, add or remove any, Course and/or services set out in this brochure and/ or the timetable, delivery, content syllabus and assessment of such Courses. The University (where applicable) 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 to INTO or accepting any offer from INTO. Students

should refer to the most up-to-date version of the Course descriptions and specifications and the regulations on the INTO website.

b. INTO also reserves the right to make variations to the contents and methods of delivery of the Courses and services, to discontinue, Courses and services, and to combine and merge Courses, if such action is reasonably considered to be necessary by INTO.

c. Applicants to INTO Courses will be notified as soon as practicable of any material changes likely to have a bearing on their application, such as cancellation of, or major modification to Courses offered, changes to accommodation provision or fees and charges to be levied by the university partner where applicable

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

e. Applications to universities for undergraduate or postgraduate courses are governed solely by the applicable terms and conditions of that university, and not by these Terms and Conditions.

### **29. 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.

### **30. 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.

### **31. 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.

### **32. 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.

### **33. 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.

### **34. 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.

### **35. Other fees**

a. 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-sessional 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: £200 per academic course (3 terms), £260 per academic course (4 term) and £75 per term for the English for University Study and for Pre-Sessional English 10 week course, and £45 for 6 week Pre- English course.

b. Laboratory fees – Students who are enrolled on science-based academic Courses (International Foundation pathways in Architecture; Biological and Biomedical Sciences; Physical Sciences and Engineering and International Diploma in Architecture; and International Graduate Diploma in Architecture) shall be charged an additional fee of £400 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.

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

a. 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 if, having complied with INTO staff advice with regard to their university application, they have not been offered a place at a UK university on a course appropriate to their qualification.

b. Students who successfully complete the INTO Foundation, Diploma or Graduate Diploma 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.

### **37. Average and maximum class sizes**

a. The maximum class size is normally 16 students for English for University Study and English language modules on academic Courses. However, where appropriate, classes may be combined for university style lectures.

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

a. By signing the application form the Student agrees to adhere to INTO Newcastle University's Disciplinary and Attendance Policy, which requires attendance of at least 95%. The student should refer to the Disciplinary and Attendance Policy provided at induction. Students will be registered with Newcastle University and will therefore be required to abide by the usual rules and regulations of Newcastle University.

### **39. Damage and sundry expenses deposit**

a. 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 not already paid in Centre for any damages, exceptional cleaning or fines which have been incurred either to the residential/homestay accommodation or the premises and/or facilities which are discovered during occupancy or once an inspection has taken place after the Student's departure. The INTO Centre will repay any monies owing within 60 days of the Student's final Course end date.

### **40. 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 to] accept any payments where INTO reasonably believes that in doing so, it risks being in breach of the provisions set out above in paragraph 37.

d. At February 2017, in line with current global banking restrictions, INTO will not accept applications from students domiciled in the following countries/territories: Cuba, Iran, Syria, North Korea, Sudan and the Crimean Peninsula.

e. Payments made from a restricted country or territory will be blocked by our global banking partner. In such cases, the payment will be dealt with under the sanction policy of the bank to which the payment was remitted.

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