



# TERMS AND CONDITIONS – ONLINE

2019 / 2020

# Newcastle University London

## Terms and Conditions – ONLINE

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 Newcastle University INTO London LLP, [a limited liability partnership] registered in England with company number OC397962 and whose registered office is at One Gloucester Place, Brighton, United Kingdom, BN1 4AA (“INTO Centre”/“we”) and any person (the “Student”/“you”) who wishes to study an online distance learning course (the “Course”) at the INTO Centre.
- b. As such, you should ensure you read these Terms and Conditions very carefully before submitting your application for admission onto a Course at the INTO Centre (the “Application Form”).
- c. The following rules of interpretation will apply to these Terms and Conditions:
  - i. Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.
  - ii. Unless the context otherwise requires, a reference to one gender shall include a reference to other genders.
  - iii. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
  - iv. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
  - v. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under the statute or statutory provision.

### 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. if you are accepting your offer on or after 6<sup>th</sup> April 2020 in respect of the Course, complete and return the Acceptance Form confirming acceptance of the offer indicated in the Offer Letter (details of where to return your completed Acceptance Form can be found in the Offer Letter); or

- ii. if you originally accepted an offer of a place before 6<sup>th</sup> April 2020 to study a course that was due to be taught face to face at the INTO Centre in the UK but you are now accepting an offer to study the Course instead, accept these terms and conditions when you register for access to the virtual learning environment (the "VLE") prior to the commencement of your Course; and
  - iii. in addition to carrying out the actions in (i) and (ii) above, pay the initial payment in respect of the Course (the "Initial Payment") details of which will be set out in the Offer Letter
- 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' 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.
- e. For the avoidance of doubt, these Terms and Conditions shall apply in respect of the Course. If the Student is also in receipt of an offer relating to any other course that relates to study physically being undertaken in the UK, then the Student will be required to have insurance cover. Any such requirement will be set out in the Offer Letter and/or pro forma invoice of fees in respect of their other course (see paragraph 3a below) and the conditions relating to insurance and Uniplan Insurance shall apply in respect of that other course. In addition, there may be other costs payable by the Student in respect of an offer relating to a course that relates to study physically being undertaken in the UK, for example, in respect of accommodation costs or associated course costs. Any such costs will also be set out in the Student's pro forma invoice of fees in respect of their other course and the Student should refer to the terms and conditions that govern such other course separately.

### **3. Course Fees and Payment**

- a. A breakdown of the fees payable by the Student to INTO in respect of the Course (the "Fees") are set out in the 'Pro Forma Invoice of Fees' (the "Invoice") included in the Offer Letter. The balance of Fees due under the Invoice, i.e. the total amount due less the Initial Payment, must be paid to INTO at least two weeks prior to the start date of the Course (as stated in the Offer Letter) (the "Payment Due Date"). INTO reserves the right to make changes to the amount of Fees due should changes to your study plan be made.
- b. 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.
- c. 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.
- d. 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.
- e. When payment has been made through INTOPay, funds will always be applied to any applicable processing fees and/or surcharges in the first instance with remaining funds then being applied to the relevant fees outstanding on the Student account. Any shortfall will be shown against the Student account so that INTO receives the payment in full. Credit and debit card charges may, to the extent permitted by law, be applied.



- f. Bank transfers can be made in pounds sterling or any other applicable currency offered on INTOPay. When the payer selects their chosen payment method and currency on INTOPay, the applicable exchange rate that the payer will be charged will be provided. INTO will guarantee this rate for five UK business days. After five UK business days the payer will be charged at the exchange rate applicable on the date on which the actual transfer was made. If this results in a shortfall of fees paid to INTO, these will be shown against the Student account so that INTO receives the payment in full. A UK business day is a day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- g. The Initial Payment which must be paid in order to accept an offer (as detailed in paragraph 2(c)) is non-refundable unless the Student fails to meet the conditions of the offer (further details of which are set out in paragraph 10 below).
- h. Any variation to the standard payment terms contained in this paragraph 3 can only be made with the prior written agreement of INTO.

#### **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 exchange rate at which the original payment was made. Refunds may have to be made in more than one transaction if the refund refers to more than one payment made by the payer.
- c. Only Fees will be refundable: associated processing fees or credit card fees are not refundable. Refunds will, to the extent permitted by law, also incur processing and credit card fees.
- d. All Fees that are being paid by bank transfer will only be refunded to the original payee account. If the original payment was made in foreign currency, the refund will be made in pounds sterling. Proof of payment such as a receipt or a bank statement showing payment from that account must be produced for a refund to take place. Failure to do so may delay the refund or prevent it altogether.

#### **5. Overdue Fees**

- a. Where the Fees are not paid by the Payment Due Date, interest will be charged on any outstanding Fees at the rate of 2.5% above the base rate of HSBC Bank Plc per month from the Payment Due Date until the date payment is received by INTO.
- b. If Fees become overdue, INTO reserves the right to suspend or cancel tuition. INTO additionally reserves the right to withhold any academic certificates and/or awards if Fees in respect of tuition are still owed by the Student at the end of their Course.
- c. Fees remain payable by the Student as set out in these Terms and Conditions.

#### **6. Confirmation of Acceptance for Studies**

- a. As there is no requirement for Students to enter the UK to study the Course Students will not require a visa to study their Course meaning the Student will not be issued with a Confirmation of Acceptance for Studies ("CAS") in respect of their Course.

- b. If the Student is also in receipt of an offer relating to any additional course physically taking place in the UK the Student will require a CAS in respect of their other course and this will be detailed in the Student's Offer Letter for that additional course. This additional course, once any progression criteria are met, will be subject to separate terms and conditions (including in respect of CAS issuance), which the Student must comply with.

## **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 academic and/or English Language conditions on the Student's Offer Letter not being met, as set out in paragraph 10, the following charges shall apply and be payable by the Student:

Fee Cancellation Charges:

- i. if the Student cancels the Course prior to the Course commencement date the Student will incur a cancellation fee of £250.00.

Cancellation after the Course commencement date:

- i. if the Student cancels the Course up to two (2) weeks after the Course commencement date the Student will incur a cancellation fee of 25% of the Fees;
- ii. if the Student cancels the Course upto four (4) weeks after the Course commencement date the Student will incur a cancellation fee of 50 % of the Fees;

if the Student cancels the Course later than four (4) weeks after the Course commencement date the Student will incur a cancellation fee of the entire Fees meaning no money will be refunded (the "Cancellation Charges").

- b. Cancellations must be made by email to the INTO Admissions Office to [UKadmissions@intoglobal.com](mailto:UKadmissions@intoglobal.com). Cancellations will be deemed to have been notified to INTO on the day the written notice is received by INTO in accordance with paragraph 32.
- c. The Cancellation Charge will be deducted from the Initial Payment and/or any Fees paid by the Student at the time of cancellation. If no Initial Payment and/or Fees have been paid by the Student, INTO will invoice the Student for the Cancellation Charge. Payment of the Cancellation Charge shall be due within 30 days of the date of such invoice.

## **8. Leaving a Course Early ("Withdrawing")**

- a. If you wish to Withdraw from a Course after the Course has commenced, you must notify INTO in writing as described in paragraph 7(b). 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.
- b. If you cancel or withdraw from a Course, you will no longer be entitled to attend real-time virtual classrooms, view pre-recorded lectures, complete interactive exercises, use the INTO Centre's facilities or services, submit assessments, take tests/examinations, or proceed onto further study as set out in your Offer Letter. Any licences granted pursuant to these Terms and Conditions shall also cease.

## 9. Distance Contract Termination Right

- a. Notwithstanding the provisions at paragraph 7, if INTO has made its offer for a place on the Course and the offer has been accepted by the Student solely by means of distance communication (i.e. if up to the point when the contract is concluded there has been no face-to-face contact between the Student and INTO or INTO's representative) then the contract between 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 by email to [UKadmissions@intoglobal.com](mailto:UKadmissions@intoglobal.com) within the time period set out in paragraph 9(b) above. The Student should use the Model Cancellation Form (found at Appendix A of these Terms and Conditions) when notifying INTO.
- d. If any Fees have been paid under a Distance Contract prior to the date of cancellation specified in 9(c), then a full refund will be provided by INTO using the same payment type, as soon as possible but, in any event, within 14 days of receipt of the Student's notification of cancellation.

## 10. Cancellation Because Conditions of Offer Are Not Met

- a. If INTO's offer to the Student is conditional upon the Student meeting the requirements set out in the Offer Letter, INTO reserves the right to withdraw its offer to the Student if those conditions of the Offer Letter are not met in full.
- b. If a Student does not satisfy the conditions set out in the Offer Letter and INTO exercises its right to withdraw its offer to the Student, no Cancellation Charges will be payable by the Student and the Initial Payment and any Fees will be refunded to the Student, provided that the Student informs INTO in writing and sends evidence that the conditions have not been met as early as possible, and in any event at least two (2) weeks before the Course commencement date or the day after the Student's exam results are published if this falls outside the two week notice period. If the Student does not notify INTO within the time frame set out in this paragraph, the Cancellation Charges set out in paragraph 7 will apply. The Student must send any notification required under this paragraph 10(b) by email to [UKadmissions@intoglobal.com](mailto:UKadmissions@intoglobal.com).

## 11. Deferrals

- a. A Student seeking to defer the start of their Course must contact INTO by emailing [UKadmissions@intoglobal.com](mailto:UKadmissions@intoglobal.com) giving a full explanation of the reasons for the request together with the Student's new preferred start date. .
- b. INTO will confirm any new Course commencement date to the Student and any new Course commencement date shall not apply until INTO has confirmed the date to the Student.

## 12. Academic Criteria and Attendance

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

- b. Students are accepted on to the Course on the strict understanding that they shall attend all live lessons, complete all online assessments and submit all online course works as requested by INTO. By agreeing to these Terms and Conditions, the Student accepts that if they fail to attend live lessons, participate in online assessments and submit online course work on time without good reason, or without the permission of INTO, they may be deemed to have withdrawn from, or be required to leave, the Course.
- c. During the Course induction all Students will be made aware of the criteria for the successful completion of the Course. The assessment of student performance may take into consideration a variety of coursework formats, online examinations and engagement in each live class.
- d. Students who do not meet the academic, and/or any other attainment, criteria as set out to them for successful completion of their Course shall not be allowed to proceed with their intended study plan as set out in their Offer Letter.
- e. Students who do not meet the attainment criteria for progression from their Course, or who are identified by INTO as being at a serious risk of not meeting the attainment criteria for progression from their Course to their next intended programme of study as set out in the Student's Offer Letter will be offered advice on alternative study plans which may include further study on an English language course. In some cases, an alternative study plan may involve additional time and expenditure with regard to fees. Any additional fees payable as a result of an amended study plan will be notified to, and payable by, the Student.

### **13. English Language Admissions Criteria**

- a. Offers are made to Students for their Course on the basis of the certification provided by the Student confirming that they meet the admissions criteria. By accepting these Terms and Conditions the Student confirms the accuracy of all information the Student has submitted to INTO and upon which INTO has based its decision to offer the Student a place to study on the Course.
- b. If INTO considers that a Student's actual level of proficiency in the relevant discipline is lower than claimed and/or lower than that required for the Student's Course, INTO reserves the right to withdraw the Student from the Course and the Cancellation Charges shall apply.

### **14. Behaviour, Welfare and Attendance**

- a. By accepting these Terms and Conditions, the Student consents to INTO requesting and receiving any relevant information from any University, school, service or centre concerning the Student's behaviour, welfare and attendance.
- b. By accepting these Terms and Conditions the Student agrees to adhere to the INTO Centre Code of Conduct in addition to any other terms and conditions stipulated either by INTO, or any any third party, involved in providing any aspect of the Course. Serious breaches of INTO and/or any other regulations and/or terms and conditions identified to the Student may result in expulsion of the Student from the Course. If a Student is expelled from the Course, the Cancellation Charges shall apply as set out in paragraph 7.

### **15. Class Information**

- a. For all Courses, live classes will normally be held Monday to Friday between the hours of 08:30 and 13:00 BST ("Normal Class Hours"). However, there may be instances where classes could be held outside of the Normal Class Hours due to unforeseen circumstances.

- b. Lessons will take place in the form of virtual classrooms, pre-recorded lectures and interactive activities such as quizzes, group projects, presentations and writing practice.
- c. Although, examinations will usually be held during Normal Class Hours there may be instances where examinations may be required to take place outside Normal Class Hours. In this event INTO will use reasonable endeavours to provide the Students with reasonable notice so as to minimise the impact of any changes.

## **16. Holidays**

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

## **17. Delays to Course start date**

- a. All Students are expected to start their Course on the scheduled Course start date, as specified in the Student's Offer Letter.
- b. No discount or refund of Fees will be given to Students who commence their Course after the Course commencement date. if Students commence their Course late.

## **18. Virtual Learning Environment**

- a. The Course shall be delivered to Students entirely on a VLE.
- b. INTO shall provide the Student with information on how to access the VLE nearer to the Student's Course start date.
- c. When registering to access the VLE for the first time, Students will be required to accept the VLE's terms of use.
- d. Students may only use the content on the VLE for their own personal learning and are not allowed to adapt it or use it for any purpose other than the Student's learning of the Course nor is the Student allowed to distribute any of it to anybody else or use it for any other purpose.

## **19. Technology and System Requirements**

- a. As the Course will be conducted entirely online you will be required to provide and have access to the following IT equipment and facilities in order to access the VLE and to participate on the Course:-
  - i) a personal computer;
  - ii) an internet connection with sufficient bandwidth to allow video streaming;
  - iii) a scanner, or other device capable of scanning images such as a mobile phone, for the purposes of scanning in written course works; and
  - iii) a microphone and webcam.



- b. For the best user experience it is important to use a modern web browser to access the VLE and Course material. Specific information on supported browsers will be supplied along with the VLE access instructions nearer to the Student's Course start date.
- c. The costs of IT equipment and internet access are not included in the Fees and are the Student's sole responsibility.
- d. It is the Student's responsibility to check that the computer, or other mobile device, you plan to use to access your Course is compatible with the specification requirements as set out in these Terms and Conditions.

## **20. Intellectual Property Rights**

- a. At all times INTO shall remain the owner or the licensee of all intellectual property rights in the Course and Course materials. Students agree that they have no rights in or to the Course and Course materials other than the right to use them in accordance with the terms of the licence in paragraph 20(b) below.
- b. INTO grants the Student a revocable, worldwide, non-exclusive, non-transferable licence to use:
  - i. the Course materials for the sole purpose of studying the Course; and
  - ii. the VLE as an individual only at the Student's location solely to access the Course and Course materials.
- c. Students must abide by all copyright notices or restrictions contained on the VLE and Course materials, and must not delete any attributions, legal or proprietary notices on the VLE or Course materials.
- d. Except as set out in these Terms and Conditions, Students shall not:
  - i. copy, modify, adapt, correct errors, or create derivative works from the Course materials;
  - ii. decode, reverse engineer, disassemble, decompile or otherwise translate or convert the Course materials;
  - iii. attempt to circumvent or interfere with any security features of the Course or the VLE;
  - iv. remove or modify any copyright or similar notices, or any of INTO's branding, that appear on the Course materials or the Course;
  - v. attempt to circumvent, disable or otherwise interfere with any security related features of the VLE or any features that (i) prevent or restrict use or copying of content or (ii) enforce any limitations on you;
  - vi. knowingly transmit any data or send or submit any content that contains viruses, Trojan horses, worms, time-bombs, key-stroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of the VLE or any computer software or hardware;
  - vii. use the VLE in any manner intended to damage, disable, overburden or impair any INTO server or the network(s) connected to any INTO server, or infringe any requirements, procedures, policies or regulations of any servers or networks connected to the VLE;
  - viii. use any high volume, automated, or electronic means to access the VLE (including without limitation robots, spiders or scripts);

- viii. access or attempt to access any other Student's account or falsely state, impersonate or otherwise misrepresent the Student's identity including, but not limited to, misrepresenting the Student's affiliation with a person or entity, past or present; or
- ix. post, upload, email, transmit or otherwise distribute chain letters, surveys or studies, calls to action, junk mail, pyramid schemes, incentives (monetary or click-based), spamming or bulk communications of any kind, whether for commercial or non-commercial purposes.

## **21. Students Who Are Under 18**

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.

## **22. Use of Student Information by INTO**

- a. The use of your personal information is taken very seriously by INTO. For details about how the INTO Centre uses and processes your personal information please refer to the INTO Centre's Privacy Notice [www.intostudy.com/privacy](http://www.intostudy.com/privacy).
- b. For the avoidance of doubt, by accepting these Terms and Conditions you agree that your personal information may be collected, stored, used and shared by us and our partners, course and content providers, or third parties we work with for the following purposes:
  - i. to provide, maintain, protect and improve the quality of the VLE and the Course, including by conducting market research and to protect both you and us;
  - ii. to provide you with a personalised browsing experience when accessing and participating in the VLE;
  - iii. to fulfil any contractual agreements between us;
  - iv. to manage your access to the VLE and your participation in the Course;
  - v. to send you Course specific email notifications and updates;
  - vi. for accreditation of your participation in the Course;
  - vii. recording the Course, including your participation in it; and
  - viii. any other reason INTO considers is reasonably required in respect of your participation, your teaching and your accreditation of your Course.

## **23. Liability**

- a. Subject to the following, INTO (including its staff and/or representatives) shall have no liability to the Student for any loss, damage, costs or expenses arising under or in connection with these Terms and Conditions except where such loss or damage is directly caused by INTO (or its staff or representatives). INTO shall not be liable for any loss or damage which was not foreseeable. Losses are foreseeable if they are an obvious consequence of INTO's breach of these Terms and Conditions.
- b. Where such loss or damage is directly caused by INTO (or its staff or representatives), INTO's liability shall, subject to the following, be limited to 150% of all Fees payable by the Student to INTO.

- c. Notwithstanding any other provision in these Terms and Conditions, nothing shall exclude or restrict INTO's liability for death or personal injury resulting from its negligence or fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.
- d. INTO shall have no liability for failure or delay to supply the Course and/or any service contemplated by these Terms and Conditions caused by unforeseen factors or circumstances which are outside of INTO's reasonable control. Such factors or circumstances include, but are not limited to, staff illness; internet or server disruption; severe weather; fire; restrictions imposed by government or public authorities; epidemic; pandemic; strikes or other forms of industrial action or a terrorist attack or the threat of a terrorist attack. In the case of unforeseen circumstances beyond the reasonable control of INTO, INTO will contact the Student to advise a new commencement or re-commencement date regarding the Course or alternatively to agree an alternative course of action with the Student.

## **24. 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](http://www.intostudy.com).
- b. Due to unforeseen circumstances or factors beyond INTO's control, INTO may have to make variations to the contents and methods of delivery of the Courses and services, to discontinue Courses and services, and to combine and merge Courses, if such action is reasonably considered to be necessary by INTO. Such changes may be due, but not limited to, the following circumstances:
  - i. improving the content or delivery of a Course;
  - ii. responding to Governmental or other regulatory changes or requirements;
  - iii. technical issues on the VLE;
  - iii. changes required by the University partner; and
  - iv. the circumstances identified in paragraph 23(d).
- c. Applicants to, and Students of, INTO Courses will be notified as soon as practicable of any material changes likely to have a bearing on a Student's application or on a Student's Course.
- d. INTO, in marketing its Courses, aims to comply with the British Code of Advertising Practice issued by the Advertising Standards Authority.
- e. Students are reminded that applications to universities for undergraduate or postgraduate courses are governed solely by the applicable terms and conditions of the particular university to which they are applying and not by these Terms and Conditions.
- f. INTO does not guarantee that the VLE, or any content on the VLE, will always be available or be uninterrupted. INTO may suspend or withdraw or restrict the availability of all or any part of the VLE for business and operational reasons. INTO will try to give you reasonable notice in the event of any suspension or withdrawal of the VLE of which INTO is aware.

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

## **25. Equal Opportunities**

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

## **26. 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.

## **27. Changes to These Terms and Conditions**

It may sometimes be necessary for INTO to make changes to these Terms and Conditions, including to respond to the factors identified in paragraph 24(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.

## **28. 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.

## **29. 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.

### **30. 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.

### **31. Complaints Handling Policy**

If you have a complaint about INTO, our 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.

### **32. 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.

### **33. 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.

### **34. Third parties**

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



### **35. Non Waiver**

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

## Appendix A

### Model Cancellation Form

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

To UK Admissions, - by email to [UKadmissions@intoglobal.com](mailto:UKadmissions@intoglobal.com)

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

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

The reason(s) for my cancellation are:

Name of Student:

Address of Student:

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

Date