

**INTO»**  
CAREERFIRST



**TERMS AND CONDITIONS**

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**INTO CAREER FIRST UK PROGRAMME**

**1. APPLICATION OF THE TERMS AND CONDITIONS**

- 1.1 These terms and conditions, along with the Offer Letter ("**Programme Terms and Conditions**") shall apply to any and all parts of the INTO Career First Programme ("**Programme**"). Unless otherwise expressly indicated, all provisions of these terms and conditions shall apply to the Advanced, Enhanced and Essential Packages in respect of the Programme. Further details of the contents of the Advanced, Enhanced and Essential Packages can be found at [www.intofuture.com/](http://www.intofuture.com/)
- 1.2 These terms, together with the terms contained in any Offer Letter set out the contractual terms that apply between IUP 2 LLP, a company incorporated in England and Wales under company number OC376452 and whose registered office is at One, Gloucester Place, Brighton, Sussex, BN1 4AA ("**INTO**"), and any person who wishes to enrol on the employment and employability services ("**Participant**") for the Programme.
- 1.3 Pursuant to these Programme Terms and Conditions, INTO shall provide to the Participant the employability and employment services in respect of the Programme.
- 1.4 As such, Participants should ensure the terms and conditions are read very carefully before signing and submitting an application for admission, and accepting a place, onto the Programme.
- 1.5 The following rules of interpretation will apply to these terms and conditions:
- 1.5.1 unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular;
  - 1.5.2 unless the context otherwise requires, a reference to one gender shall include a reference to other genders;
  - 1.5.3 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;
  - 1.5.4 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
  - 1.5.5 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under the statute or statutory provision.
- 1.6 Further details on the Programme including details of the Advanced, Enhanced and Essential Packages can be found at [www.intofuture.com/](http://www.intofuture.com/).

**2. DISCLAIMER**

- 2.1 The Participant's individual success or satisfaction is not guaranteed and is dependent upon the Participant's individual efforts, abilities, and application of himself/herself. Career advancement and the success or satisfaction of an individual Participant are not guaranteed and depend on a variety of factors including without limitation a Participant's abilities, personal efforts, employer, and the economy. Career advancement assistance for a specific industry position may be

enhanced by the education received but will depend on an individual's abilities, attitude, and prior relevant experience as well as the economy and local job market.

- 2.2 INTO does not make any representations or claims regarding the starting salaries that may be available to the Participant. The salaries that may be earned by any person are subject to many variables, including, among other things, the Participant's abilities, efforts, and prior relevant experience, as well as the needs of the industry, the economy, and the local job market.

- 2.3 By submitting the Acceptance Form, the Participant confirms that no promises have been made regarding salaries and that the Participant has not relied on anything heard or read from INTO regarding anticipated salaries in deciding to enrol on the Programme.

### 3. APPLICATION TO THE PROGRAMME

- 3.1 To apply for a place on the Programme, the Participant shall complete the application form and submit it to INTO in accordance with the instructions detailed in the application form.

- 3.2 INTO may accept or reject the Participant's application form at its absolute discretion. If INTO decides to accept the Participant's application form, INTO will issue the Participant with a written offer of a place on the Programme, which will include any conditions that must be met by the Participant ("**Offer Letter**"), together with an acceptance form which must be completed by the Participant if the Participant wishes to accept the offer ("**Acceptance Form**").

- 3.3 In order to accept the offer, the Participant must:

3.3.1 complete and return the Acceptance Form confirming acceptance of the offer of a place on the Programme (details of where to return the completed Acceptance Form can be found in the Offer Letter); and

3.3.2 pay the initial fee of 20% of the Programme Fees ("**Initial Payment**");

- 3.4 After completion of the actions listed at paragraph 3.3 above, the contract between INTO and the Participant is formed. However, if the offer is 'conditional' on the Participant meeting certain criteria, the contract shall not come into force unless and until the Participant meets those conditions in addition to completing the actions listed in paragraph 3.3 above.

### 4. PROGRAMME FEES AND PAYMENT

- 4.1 A breakdown of the fees payable by the Participant in relation to the Programme will be provided to the Participant ("**Programme Fees**") in the Participant's invoice sent with the Offer Letter ("**Invoice**"). The balance payable (i.e. the total amount due less the Initial Payment) must be paid to INTO at least 6 weeks prior to the start date of the Programme ("**Payment Due Date**").

- 4.2 Participants are advised that there may be other costs associated with the Programme which are payable by the Participant. Additional fees that may be payable include, but are not limited to, incidental costs associated with the Participant's participation in the Programme, such as the cost of travel to an interview which the Participant is required to attend and flights and accommodation for internships as part of the Programme and all such costs are payable by the Participant in addition to the Programme Fees.

- 4.3 All Programme Fees must be paid by the Participant in full by the Payment Due Date. Payment must be made in pounds sterling or any other applicable currency offered on INTO's online payment platform ("**INTOPay**") and be by bank transfer 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.

- 4.4 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 Participant chooses to pay in local currency, a foreign currency exchange rate will be applied. The full amount payable under the various payment options can be viewed via INTOPay at the time and date of the payment process.
- 4.5 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 Participant account. Any shortfall will be shown against the Participant account so that INTO receives the payment in full. Credit and debit card charges may, to the extent permitted by law, be applied.
- 4.6 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 Participant 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.
- 4.7 The Initial Payment, which must be paid in order to enrol onto the Programme (as detailed at paragraph 3.3) is non-refundable unless the Participant is unable to meet the conditions of the offer (as set out in the Offer Letter and further details of which are set out at paragraph 10 below).
- 4.8 Instalment payment arrangements to cover the Programme Fees are available to the Participant in relation to the Enhanced and Advanced Packages only. The instalment payment arrangement will attract an additional 5% of the Programme Fees. If the Participant wishes for further information on the instalment payment arrangement, the Participant should contact INTO prior to accepting an offer on the Programme. If the Participant has taken up the instalment payment arrangement, details of the Programme Fees will be set out in the Invoice.
- 4.9 Any variation to the standard payment terms contained in this paragraph 4 can only be made with the prior written agreement of INTO.

## **5. REFUNDS**

- 5.1 Refunds of any payment made to INTO will only be made to the individual or organisation that originally paid the funds. Save as set out in paragraph 7.11, refunds will be paid as soon as reasonably practicable and in any event within 60 days of the refund being approved by INTO. If a third party has paid the funds on behalf of the Participant, INTO is unable to refund the funds directly to the Participant and any refund will be made directly to the third party who originally paid the funds.
- 5.2 All Programme 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 prevailing market rate at the time the refund is made. Refunds

may have to be made in more than one transaction if the refund refers to more than one payment made by the payer.

- 5.3 Only Programme 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.
- 5.4 All Programme Fees that are being paid by bank transfer will only be refunded to an account in the name of the original payee. 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
- 5.5 INTO will use reasonable endeavours to repay to the Participant any Programme Fees, including the Initial Payment, if applicable remaining at the end of the Participant's Programme within 12 months of the Programme end date. If INTO, for any reason, has been unable to repay the monies to the Participant within 12 months, INTO shall have no further obligations to the Participant in respect of the monies. The Participant is, therefore, advised to confirm with INTO at the end of their Programme whether they are due repayment of any monies either from their Initial Payment or any other Programme Fees.

## 6. OVERDUE PROGRAMME FEES

- 6.1 Where the Programme Fees are not paid by the Payment Due Date, interest will be charged on any outstanding Programme 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.
- 6.2 If the Programme Fees become overdue, INTO reserves the right to suspend or cancel the Participant's participation in the Programme.
- 6.3 In the event INTO suspends or cancels the Participant's participation in the Programme pursuant to paragraph 6.2 above, the Programme Fees shall remain outstanding and payable by the Participant.
- 6.4 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.
- 6.5 In relation to the Advanced Package only, the provision of paragraph 9.3 shall apply in respect to the Job Offer Assurance.

## 7. CANCELLATION

- 7.1 Cancellation prior to the start date of the Programme as set out in the Offer Letter ("**Programme Commencement Date**"), or within seven (7) days from and including the Programme Commencement Date (the "**Cooling Off Period**"), the Participant shall receive a refund of:
  - 7.1.1 all Programme Fees paid to INTO;
- 7.2 If the Participant cancels their place on the Programme after the Cooling Off Period but up to six (6) weeks after the Programme Commencement Date, the Participant will receive a refund of:
  - 7.2.1 all Programme Fees paid to INTO  
LESS
  - 7.2.2 £500.00 (five hundred pounds) (unless the Participant defers their place);

- 7.3 If the Participant cancels their place on the Programme later than six (6) weeks after the Programme Commencement Date, the Participant will receive a refund as set out below (as applicable):

**7.3.1 Enrolment on 2 (two) year Programme:**

- (a) in Year 1: 50% of the Programme Fees will be refunded LESS £500.00 (five hundred pounds);
- (b) in Year 2: no refund of any the Programme Fees.

**7.3.2 Enrolment on 3 (three) year Programme:**

- (a) in Year 1: 66% of the Programme Fees will be refunded LESS £500.00 (five hundred pounds);
- (b) in Year 2: 33% of the Programme Fees will be refunded LESS £500.00 (five hundred pounds);
- (c) in Year 3: no refund of any of the Programme Fees.

**7.3.3 Enrolment on 4 (four) year Programme:**

- (a) in Year 1: 75% of the Programme Fees will be refunded LESS £500.00 (five hundred pounds);
- (b) in Year 2: 50% of the Programme Fees will be refunded LESS £500.00 (five hundred pounds);
- (c) in Year 3: 25% of the Programme Fees will be refunded LESS £500.00 (five hundred pounds);
- (d) in Year 4: no refund of any of the Programme Fees.

(together the "**Cancellation Charges**").

- 7.4 Cancellations must be made by email to CareerFirstUK@intoglobal.com. Cancellations will become valid on the day the written notice is received by INTO in accordance with paragraph 20.
- 7.5 The Cancellation Charges will be deducted from the Initial Payment and/or any Programme Fees paid by the Participant at the time of cancellation. If no Initial Payment and/or Programme Fees have been paid by the Participant, INTO will invoice the Participant for the Cancellation Charges. Payment of the Cancellation Charges shall be due within 30 days of the date of such invoice.

**Withdrawals**

- 7.6 If the Participant wishes to withdraw from the Programme after the Programme Commencement Date, the Participant must notify INTO in writing and the Cancellation Charges set out in paragraph 6 will apply.
- 7.7 For the avoidance of doubt, if the Participant withdraws from the Programme, the Participant will no longer be entitled to access INTO's virtual learning environment platform ("**INTO's Platform**"),

attend any coaching or mentoring sessions, partake in internships (as applicable), or take tests or examinations.

#### **Contracts made by distance communication**

- 7.8 Notwithstanding the provisions of paragraph 7.3, if INTO has made its offer for a place on the Programme and the offer has been accepted by the Participant 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 Participant and INTO or INTO's representative) then the contract between the Participant and INTO is a "**Distance Contract**".
- 7.9 Participants are entitled to cancel a Distance Contract 14 days after the day the contract is entered into between the Participant and INTO.
- 7.10 In order to cancel the Distance Contract, the Participant must inform INTO by email to [CareerFirstUK@intoglobal.com](mailto:CareerFirstUK@intoglobal.com) within the time period set out in paragraph 7.9 above. The Participant may use the model cancellation form (found at Appendix A of these terms and conditions) when notifying INTO.
- 7.11 If any Programme Fees have been paid under a Distance Contract prior to the date of cancellation specified in paragraph 7.10, 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 Participant's notification of cancellation.

#### **Cancellation because conditions of Offer are not met**

- 7.12 If INTO's offer to the Participant of a place on the Programme is conditional upon the Participant meeting the entry requirements (as set out in the Offer Letter) and those conditions are not met, INTO reserves the right to withdraw its offer to the Participant and/or offer a place on an alternative programme for which the Participant is qualified to undertake (if any).
- 7.13 If INTO withdraws its offer to the Participant as outlined in paragraph 7.12 or if a Participant does not accept any offer of an alternative programme made by INTO pursuant to paragraph 7.12, under such circumstances, no Cancellation Charges will be payable by the Participant and the Initial Payment and any Programme Fees will be refunded to the Participant in full, provided that the Participant informs INTO in writing and sends evidence that the conditions have not been met as early as possible, and in any event at least four (4) weeks before the Programme Commencement Date. If the Participant does not notify INTO within this time frame, the



Cancellation Charges set out in paragraph 7 will apply. The Participant must send any notification required under this paragraph 7.13 by email to CareerFirstUK@intoglobal.com.

8. **DEFERRALS**

- 8.1 A Participant seeking to defer the start of their place on the Programme must contact INTO by emailing CareerFirstUK@intoglobal.com giving a full explanation of the reasons for the request together with the Participant's new preferred start date.
- 8.2 INTO will confirm any new programme commencement date to the Participant and any new programme commencement date shall not apply until INTO has confirmed the date to the Participant.
- 8.3 If the reason for the deferral of a place on the Programme is due to the conditions of an offer not being met, the provisions in paragraphs 7.12 to 7.13 shall apply.
- 8.4 Any deferral requests will be considered by INTO on a case-by-case basis and will be at INTO's sole discretion.

9. **JOB OFFER ASSURANCE**

- 9.1 The following provisions of paragraph 9 shall apply only to the extent that the Participant has purchased and enrolled on the Advanced Package of the Programme. As part of the Advanced Package, INTO shall provide the Participant with an assurance that the Participant will be offered graduate level employment within nine (9) months from the date that the Participant has receipt of the main Programme outcomes ("**Graduation Date**"), (the "**Job Offer Assurance**"). For the purposes of the Job Offer Assurance, graduate level employment means employment requiring the requisite skills and knowledge developed from undertaking a three year university degree to enable an individual to perform the associated tasks competently.
- 9.2 If the Participant fulfils the following milestones set out below within nine (9) months from the Graduation Date, INTO shall provide the Participant with the Job Offer Assurance:
- 9.2.1 the Participant demonstrates an attendance rate of at least 85% for all sessions, workshops, interviews and modules as may make up the Programme;
- 9.2.2 the Participant secures an undergraduate degree at least at upper second class honours in the UK; and
- 9.2.3 the Participant completes all modules of the INTO Career First Programme to a satisfactory level,
- (together the "**Job Offer Assurance Milestones**").
- 9.3 If, in INTO's sole discretion, the Participant fulfils the Job Offer Assurance Milestones and is not offered graduate level employment within nine (9) months from the Graduation Date, INTO shall,



at its election, provide additional training up to the value of 50% of the Programme Fees or refund 50% of the Programme Fees to the Participant.

**10. ACADEMIC AND ACCEPTANCE CRITERIA AND ATTENDANCE**

10.1 A Participant shall be eligible to apply to the Programme if it can meet the following acceptance criteria:

10.1.1 Participant to hold IELTS 5.5; or

10.1.2 an offer for an INTO University Partnership academic preparation programme; or

10.1.3 be studying on an academic course at a minimum level of RQF3 or above; or

10.1.4 the equivalent, or higher, of each criteria.

10.2 INTO shall be under no obligation to accept or consider applications in relation to the Programme from participants that do not meet the acceptance criteria referred to above.

10.3 At INTO's request, the Participant will provide evidence confirming that the acceptance criteria has been met prior to admission. Failure to provide such requested evidence to INTO's reasonable satisfaction may result in the withdrawal and/or termination of the offer.

10.4 Participants are accepted on to the Programme on the strict understanding that progression through, and the successful completion of, the Programme is conditional upon satisfactory attendance of coaching and mentoring sessions, interviews, internships (as applicable), and the completion of tests and assessments.

10.5 Participants are accepted on to the Programme on the strict understanding they shall attend all live lessons, complete all online assessments and submit all online course works as requested by INTO. The Participant accepts if they fail to attend coaching or mentoring sessions, or partake in internships (as applicable) 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 Programme.

**11. BEHAVIOUR, WELFARE AND ATTENDANCE**

11.1 By accepting these Programme Terms and Conditions, the Participant consents to INTO requesting and receiving any relevant information from any University, school, service or centre concerning the Participant's behaviour, welfare and attendance.

11.2 By accepting these Programme Terms and Conditions the Participant agrees to adhere to any code(s) of conduct as issued by INTO from time to time in addition to any other terms and conditions stipulated either by INTO, or any third party, involved in providing any aspect of the Programme. Serious breaches of INTO and/or any other regulations and/or terms and conditions identified to the Participant may result in expulsion of the Participant from the Programme. If a

Participant is expelled from the Programme, the Cancellation Charges shall apply as set out in paragraph 7.

- 11.3 For the avoidance of doubt, INTO reserves the right to withdraw the Participant from the Programme if the Participant demonstrates behaviour contrary to the standards of behaviour expected from the Participant and the codes of conduct.

## 12. **USE OF PARTICIPANT INFORMATION BY INTO**

- 12.1 The use of the Participant's personal information is taken very seriously by INTO. For details about how INTO uses and processes the Participant's personal information please refer to the INTO Privacy Notice: <https://www.intostudy.com/en/legal-and-privacy-policy/into>.

- 12.2 The Participant's personal information as described in the INTO Privacy Notice and/or otherwise provided by the Participant in connection with their enrolment and participation in the Programme may be collected, stored, used and shared by INTO and our partners, course and content providers, or third parties we work with (including but not limited to any appointed service providers) for the purposes specified in the INTO Privacy Notice and in particular for the following purposes:

- 12.2.1 to provide the Participant with a personalised browsing experience when accessing and engaging on INTO's Platform;
- 12.2.2 to fulfil any contractual agreements between the Participant and INTO;
- 12.2.3 to manage the Participant's access to INTO's Platform and the Participant's enrolment and engagement in the Programme;
- 12.2.4 to send the Participant specific email notifications and updates about the Programme;
- 12.2.5 for accreditation of the Participant's undertaking the Programme;
- 12.2.6 recording the Programme, or any part of it, including the Participant's engagement in it in both audio and visual formats;
- 12.2.7 any other reason INTO considers is reasonably required in respect of the Participant's engagement, teaching and the Participant's accreditation of the Programme; and
- 12.2.8 to improve the services INTO offer and to provide, maintain, protect and improve the quality of INTO's Platform and the Programme, including by conducting market research.

## 13. **LIABILITY**

- 13.1 Subject to the following, INTO (including its staff and/or representatives) shall have no liability to the Participant for any loss, damage, costs or expenses arising under or in connection with these Programme 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 Programme Terms and Conditions.
- 13.2 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 Programme Fees payable by the Participant to INTO.
- 13.3 Notwithstanding any other provision in these Programme 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.

- 13.4 INTO shall have no liability for failure or delay to supply the Programme and/or any service contemplated by these Programme 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 or supplier 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 Participant to advise a new commencement or re-commencement date regarding the Programme or alternatively to advise an alternative course of action with the Participant.
- 13.5 Save where the Job Offer Assurance applies, INTO gives no assurance or guarantee of any outcome or job offer to the Participant in relation to its participation on the Programme.
- 13.6 Every effort is made to ensure that content published in any brochure or on any website, 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 INTO's opinion, we consider that any change has been made which has a material impact on any offer made to a Participant to study with us, we will inform the Participant of these changes in writing. INTO therefore strongly recommends that immediately prior to making any application to INTO or accepting any offer from INTO, Participants should refer to the most up-to-date version of the Programme descriptions, specifications and regulations on INTO's website [www.intofuture.com/](http://www.intofuture.com/)
- 13.7 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 Programme and services, to discontinue the Programme and services, and to combine and merge courses or modules, if such action is reasonably considered to be necessary by INTO. Such changes may be due, but not limited to, the following circumstances:
- 13.7.1 improving the content or delivery of the Programme;
  - 13.7.2 responding to Governmental or other regulatory changes or requirements;
  - 13.7.3 technical issues;
  - (a) changes required by INTO's partners or Programme delivery providers; and
  - (b) the circumstances identified in paragraph 13.4.
- 13.8 Applicants to, and Participants of, the Programme will be notified as soon as practicable of any material changes likely to have a bearing on a Participant's application or on a Participant's Programme. If the Participant reasonably believes that any material changes to the Programme will have a materially prejudicial effect on him/her, the Participant may terminate the contract and withdraw from the Programme, or transfer to any alternative programme as may be offered to the Participant by INTO for which the Participant is qualified (if any). If the Participant terminates the contract and withdraws from the Programme pursuant to this paragraph 13.8, INTO will provide the Participant with a pro-rata refund of the Programme Fees to reflect the value of services provided to the Participant as at the date of termination and withdrawal. Refunds will be paid in accordance with paragraph 5.
- 13.9 INTO does not guarantee that INTO's Platform, or any content on INTO's Platform, will always be available or be uninterrupted. INTO may suspend or withdraw or restrict the availability of all or any part of INTO's Platform for business and operational reasons. INTO will try to give the

Participant reasonable notice in the event of any suspension or withdrawal of INTO's Platform of which INTO is aware.

- 13.10 Participants 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 INTO's Platform, and INTO does not guarantee that INTO's Platform shall be compatible with any other software or service or with any hardware or equipment except to the extent expressly advised by INTO to the Participant as being compatible.
- 13.11 INTO shall provide the Participant with information on how to access INTO's Platform prior to the Participant's Programme Commencement Date.
- 13.12 When registering to access INTO's Platform for the first time, the Participants acknowledge that they will be required to accept INTO's Platform's terms of use and/or the terms of use of any third party service provider's platform used in the delivery of the Programme.
- 13.13 Participants may only use the content on INTO's Platform for their own personal learning and are not allowed to adapt it or use it for any purpose other than the Participant's participation in the Programme nor is the Participant allowed to distribute any of it to anybody else or use it for any other purpose.
- 13.14 The Participant will be required to have access to the following IT equipment and facilities in order to access INTO's Platform and to participate on the Programme:
- 13.14.1 a personal computer;
- (a) an internet connection with sufficient bandwidth to allow video streaming;
- (b) a scanner, or other device capable of scanning images such as a mobile phone, for the purposes of scanning in written course works; and
- (c) a microphone and webcam.
- 13.15 For the best user experience it is important to use a modern web browser to access INTO's Platform and materials. Specific information on supported browsers will be supplied along with INTO's Platform access instructions nearer to the Participant's Programme Commencement Date.
- 13.16 The costs of IT equipment and internet access are not included in the Programme Fees and are the Participant's sole responsibility.
- 13.17 It is the Participant's responsibility to check that the computer, or other mobile device, it plans to use to access the Programme is compatible with the specification requirements as set out in these Programme Terms and Conditions and that the Participant has all the materials, including any software, that is identified to it by INTO as being required for the Programme.
- 13.18 INTO reserves the right to amend the technical specification the Participant requires to participate in the Programme and will update the Participant of any such change accordingly.

#### **INTELLECTUAL PROPERTY RIGHTS**

- 13.19 At all times INTO shall remain the owner or the licensee of all intellectual property rights in the Programme and materials. Participants agree that they have no rights in or to use the Programme

materials other than the right to use them in accordance with the terms of the licence in paragraph 13.20 below.

- 13.20 INTO grants the Participant a revocable, worldwide, non-exclusive, non-transferable licence to use:
- 13.20.1 the materials for the sole purpose of studying the Programme; and
  - 13.20.2 INTO's Platform as an individual only at the Participant's location solely to access the Programme and all associated materials.
- 13.21 Participants must abide by all copyright notices or restrictions contained on INTO's Platform and materials, and must not delete any attributions, legal or proprietary notices on INTO's Platform or materials.
- 13.22 Except as set out in these Programme Terms and Conditions, Participants shall not:
- 13.22.1 copy, modify, adapt, correct errors, or create derivative works from the materials;
  - 13.22.2 decode, reverse engineer, disassemble, decompile or otherwise translate or convert the materials;
  - 13.22.3 attempt to circumvent or interfere with any security features of the Programme or INTO's Platform;
  - 13.22.4 remove or modify any copyright or similar notices, or any of INTO's branding, or any third party branding that appear on the materials or Programme;
  - 13.22.5 attempt to circumvent, disable or otherwise interfere with any security related features of INTO's Platform or any features that (i) prevent or restrict use or copying of content or (ii) enforce any limitations on the Participant;
  - 13.22.6 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 INTO's Platform or any computer software or hardware;
  - 13.22.7 use INTO's Platform 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 INTO's Platform;
  - 13.22.8 use any high volume, automated, or electronic means to access INTO's Platform (including without limitation robots, spiders or scripts);
  - 13.22.9 access or attempt to access any other Participant's account or falsely state, impersonate or otherwise misrepresent the Participant's identity including, but not limited to, misrepresenting the Participant's affiliation with a person or entity, past or present; or
  - 13.22.10 post, upload, email, transmit or otherwise distribute chain letters, surveys or studies, calls to action, junk mail, pyramid schemes, incentives (monetary or click-based),

spimming or spamming, or bulk communications of any kind, whether for commercial or non-commercial purposes.

**14. EQUAL OPPORTUNITIES**

14.1 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.

14.2 INTO welcomes applications from candidates with disabilities.

**15. ENTIRE AGREEMENT**

15.1 These Programme Terms and Conditions, constitute the entire agreement between INTO and the Participant 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 the Programme to the Participant.

15.2 Should the Participant wish to rely on terms which are not contained in these Programme Terms and Conditions, the Participant should request in writing that those particular terms be added to these Programme Terms and Conditions. Once INTO has received and considered such a request, INTO will confirm in writing whether it accepts the Participant's addition to these Programme Terms and Conditions.

15.3 Both the Participant 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.

**16. CHANGES TO THESE INTO CAREER FIRST TERMS AND CONDITIONS**

It may sometimes be necessary for INTO to make changes to these Programme Terms and Conditions, including, but not limited to, responding to the factors identified in paragraph 13.7. In

these circumstances INTO will provide the Participant with notice of any material changes to the Programme Terms and Conditions as soon as reasonably practicable.

**17. TRANSFER AND SUB-CONTRACTING OF THESE PROGRAMME TERMS AND CONDITIONS**

17.1 INTO may transfer its rights and obligations under these Programme Terms and Conditions to another organisation. In doing so, INTO will ensure that the Participant's rights under these Programme Terms and Conditions are not prejudiced.

17.2 INTO reserves the right to sub-contract the delivery of the Programme to third parties, and in doing so will ensure that the Participant's rights under these Programme Terms and Conditions are not prejudiced.

**18. SEVERANCE**

Each of the paragraphs of these Programme Terms and Conditions operate separately. If a court finds that any provision of these Programme Terms and Conditions are illegal, the remaining paragraphs will remain in full force and effect.

**19. COMPLAINTS HANDLING POLICY**

19.1 If the Participant has a complaint about the Programme, INTO's Programme complaints handling policy can be found at [www.intofuture.com/](http://www.intofuture.com/).

**20. NOTICES**

20.1 Any notice (or other communication) given to INTO by the Participant in connection with these Programme Terms and Conditions will be deemed to have been received at 9:00 am on the next business day after transmission by email.

**21. BANKING REGULATIONS**

21.1 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.

21.2 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.

21.3 INTO reserves the right to refuse to accept applications from prospective participants 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.

21.4 In line with current global banking restrictions, INTO will not accept applications from participants domiciled in the following countries/territories: Cuba, Iran, Syria, North Korea and the Crimean Peninsula (a "**Restricted Country**").

21.5 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.

**22. THIRD PARTIES**



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

23. **GOVERNING LAW AND JURISDICTION**

23.1 These Programme 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.

23.2 The Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Programme Terms and Conditions.

24. **NON-WAIVER**

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

## APPENDIX 1

### MODEL CANCELLATION FORM

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

To UK Admissions, INTO University Partnerships Limited, One Gloucester Place, Brighton, East Sussex BN1 4AA, [ukadmissions@intoglobal.com](mailto:ukadmissions@intoglobal.com)

I hereby give notice that I wish to cancel my application and/or withdraw from attending the Programme.

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

The reason(s) for my cancellation are:

Name of Participant:

Address of Participant:

Signature of Participant (only if this form is notified on paper):

Date: