

## INTO Newcastle University LLP

### Terms and Conditions

**2023/2024**

#### **1. IMPORTANT**

- a. INTO Newcastle University LLP is a limited liability partnership registered in England with company number OC325583 and whose registered office is at 1 Gloucester Place, Brighton, England, BN1 4AA ("INTO Centre"/"we"/"us"/"our").

References to the "University" mean Newcastle University. References to "Course" mean a programme of study at the INTO Centre. These terms and conditions apply solely to your study with us. Any study with the University will be governed by the terms and conditions of the University.

- b. **It is important you review these terms, and any documents detailed within them, carefully before signing and submitting your application for admission onto a Course at the INTO Centre (the "Application Form"). In particular, you should ensure you read the terms in relation to Payment, Deferral, Cancellation and Refunds, and Complaints (as set out below). Your attention is also drawn to our [Student Protection Plan](#) which contains important information about how we will mitigate risks affecting your ability to study with us, as well as our [Refund and Compensation Policy](#).**
- c. **We reserve the right to suspend, withdraw or cancel your place on the Course if you do not pay any fee required by the specified due date. We further reserve the right to withhold any academic certificate and/or awards if any tuition fees remain outstanding at the end of your Course.**
- d. You will need to access course materials on a learning management system/virtual learning environment or platform and undertake assessments, therefore you will need the appropriate technology such as a PC or Mac based computer.
- e. By accepting an offer to study at the INTO Centre, you are entering into a legally binding contract with us and confirm that you agree to these terms and conditions. You are also agreeing to comply with all relevant policies, codes of conduct, and/or regulations, as may be applicable to your Course, including those of the University. Specific operational policies are available on request. Serious breaches of any INTO Centre or University policies or regulations may result in your permanent withdrawal from the INTO Centre and your Course, and non-progression to the University.
- f. Foundation Courses, Graduate Diploma Courses and International Year One Courses are delivered by the INTO Centre and validated by the University. Awards for each Course are awards of the University.

## 2. Application and Confirmation

- a. To apply for a place on a Course, an Application Form should be submitted to us in accordance with the instructions on the Application Form. If your application is accepted, you will receive a written offer. In accepting an offer, you confirm that you have provided accurate details of your qualifications and all relevant previous experience and/or study on your Application Form or in any other form requested by us.
- b. In order to accept the offer, you must return the acceptance form and pay any monies as set out in the 'Pro Forma Invoice of Fees' (the "**Invoice**"). This will include the following:
  - i. the tuition fee initial payment;
  - ii. the accommodation fee initial payment; and
  - iii. where applicable the Uniplan insurance premium.
- c. After completing the actions listed in 2b above, the contract between you and us is formed and will not terminate until either the Course that you are enrolled on comes to an end and you have received all your results, including those relating to any resits; or you cancel or withdraw from the Course; or you are withdrawn from the Course by the INTO Centre, in accordance with these terms and conditions.

## 3. Payment

- a. All monies payable by you are set out in the Invoice and are required to be paid not later than six (6) weeks prior to the published Course start date, as advised in your offer.
- b. Prior to enrolment with us, and before you will be issued with a Confirmation of Acceptance for Studies ("**CAS**"), you will need to pay an advance fee (the "**Initial Payment**"). **Please note that certain territories may be deemed high-risk by UK Visas and Immigration ("UKVI") for visa issuance purposes. If you are a national of a territory that may be considered high-risk, you may be required to pay a higher amount in respect of your Initial Payment.**
- c. Fees may vary should you choose to defer, extend or change your studies. **References to fees in these terms and conditions are to fees payable to the INTO Centre only. Any further year(s) of study with a UK university will incur additional fees set by, and payable to, the applicable UK university. We reserve the right to make changes to the amount of fees due should changes to your study plan be made.**
- d. In addition to the listed tuition fees and accommodation costs as set out in the Invoice, there may be other costs associated with your Course including course materials, field trips and miscellaneous expenses. Details of additional fees payable for your Course can be found at [www.intostudy.com](http://www.intostudy.com)
- e. You will also be required to pay a sundry deposit of £500.00 (the "**Sundry Deposit**") which will be invoiced at the time of booking your Course. The Sundry Deposit is refundable at the end of the Course, minus any costs not already paid to us for any damages, exceptional cleaning or other charges which have been incurred either to the residential/homestay accommodation or the premises and/or facilities which are discovered during occupancy or once an inspection has taken place after your departure. Whilst the Sundry Deposit is refundable at the end of your Course, we reserve the right to retain the entire Sundry Deposit if you do not claim the Sundry Deposit back within twelve (12) months of your Course ending.
- f. We reserve the right to charge VAT on tuition fees as appropriate due to a change in circumstance, for example due to a change in law.
- g. Where any fees are not paid by the payment due date stated on the Invoice, interest may 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 us.

#### 4. CAS

- a. You are responsible for ensuring you fully comply with the immigration laws of the UK and the conditions of your visa when entering the UK for your Course. In the event the INTO Centre reasonably suspects fraudulent activity in relation to any application submitted, the INTO Centre reserves the right to withdraw any offer which has already been made and report its suspicion to the UKVI. Details of immigration responsibilities can be found on the UKVI website.
- b. If you require a CAS to study in the UK, this will be issued provided that:
  - i. Your offer is unconditional save for obtaining a valid visa; and
  - ii. You have paid all fees due; and
  - iii. You have passed any pre-CAS checks, if required.
- c. Your place on the Course at the INTO Centre may be suspended, withdrawn or cancelled if you fail to comply with the conditions of your visa or cannot demonstrate your entitlement to study in the UK.
- d. The INTO Centre is required to report to the UKVI certain instances of non-attendance, period(s) of absence, change of course, discontinuation of study, early completion, and/or work placement details for student visa holders. You are required to notify the INTO Centre student services team of any changes to your circumstances as soon as possible.

#### 5. Deferral, Cancellation and Refunds

- a. You may request to defer your Course commencement date by emailing [UKAdmissions@intoglobal.com](mailto:UKAdmissions@intoglobal.com). All deferral requests are subject to our approval.
- b. You have a right to cancel your place and receive a full refund of any amounts paid by emailing [UKAdmissions@intoglobal.com](mailto:UKAdmissions@intoglobal.com) **within 14 days of the date you accept your offer (the “Cooling-Off Period”)**. You should use the Model Cancellation Form (found at Appendix A of these terms and conditions) when notifying us. Please note, if you defer your initial offer of a place after the Cooling-Off Period has expired you will NOT be able to cancel your deferred place at a later date, to take advantage of a full refund.
- c. Students who cancel after the end of the Cooling-Off Period, but prior to the Course commencing, may be liable to pay a pro-rated proportion of fees and/or cancellation charges as detailed in the [Pre-Commencement Student Cancellation Charges Policy](#).
- d. Our cancellation and refund policies can be found [here](#) and [here](#). **Your attention is drawn particularly to the fact your Initial Payment will not be refunded if your visa application is rejected due to suspected fraud or omission by you.**
- e. Refunds of any payment made by us will only be made to the individual or organisation that originally paid the funds. Refunds will be paid without undue delay and in any event within 60 days of the refund being approved. If a third party has paid the funds on behalf of you, we are unable to refund the funds directly to you and any refund will be made directly to the third party who originally paid the funds.
- f. 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.

## 6. Academic Criteria and Attendance

- a. You will be accepted on to the Course subject to meeting the specified entry requirements. Progression through, and the successful completion of, the Course is conditional upon satisfactory attendance and the successful attainment of the specified progression grades for the Course being studied. **The University has sole discretion over the progression requirements and admissions criteria necessary to progress from the Course to a University course, and these progression requirements may be subject to change.**
- b. Students who do not meet the academic, and/or any other attainment requirements, for successful completion of their Course shall not be allowed to proceed with their intended study plan. In such cases, students will be offered advice on suitable alternative study options.
- c. If you do not meet the attainment criteria for progression from an English language programme or are identified as being at risk of not meeting the attainment criteria for progression from an English language programme to your intended Course, you will be offered advice on alternative study plans, which may include further study (and fees).
- d. Your offer is made on the basis of the information you supply to us during the admissions process, including in relation to your English language proficiency. If, on arrival at the INTO Centre, your English language proficiency is lower than stated within your Application Form, we reserve the right to take any necessary action as appropriate. This includes, but is not limited to, withdrawal from your Course. If your English language proficiency is found to be below the level required for visa purposes, we may notify UKVI and your visa may be withdrawn.

## 7. Accommodation

- a. We reserve the right to offer an alternative type of accommodation or withdraw an offer of accommodation in the event it is no longer possible to provide your requested accommodation. Accommodation will be charged at the published rates, as set out [here](#).
- b. For refunds or cancellation charges relating to accommodation please refer to the relevant sections within the [Pre-Commencement Cancellations Refund Policy](#).
- c. Under 18s are required to stay in INTO Centre accommodation or with homestay hosts who have completed "Disclosure and Barring Service" checks. An exception may be made where full details have been provided to the INTO Centre confirming:
  - Alternative living arrangements with a named adult over the age of 21; **and**
  - Evidence of registration with an Aegis-registered guardianship service.
- d. Before you will be allowed to occupy the INTO Centre accommodation, you will be required to:
  - i.) Pay all accommodation costs as per your Invoice; and
  - ii.) Agree to the accommodation terms and conditions.
- e. If you accept accommodation with a third-party provider, the terms and conditions of that provider will apply.

## 8. Medical Treatment and Accident Insurance

- a. You must maintain a valid and comprehensive medical and accident insurance policy for the duration of your stay in the UK. If you have elected to not take out our recommended Uniplan insurance policy, you will be required to provide evidence of an alternative insurance policy, acceptable to us, otherwise we may withdraw your offer and place on the Course. We further reserve the right to ask you to provide evidence of ongoing insurance cover at any point during or after your enrolment with us. In the event you are unable to evidence appropriate insurance cover as requested, we reserve the right to withdraw or cancel your place on the Course.

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

- a. Parents of students under 18 must sign a consent form authorising nominated INTO Centre staff to take action in the case of an emergency. They must also complete a medical information form. The forms will be included with the offer letter and must be completed and returned to us with the acceptance form. Failure to return these forms could result in a CAS not being issued.
- b. 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 we can recover any losses, overdue fees or any other costs that we are entitled to recover under these terms and conditions from the student or the parents/guardians.

## **10. Use of Student Information**

For details about how we use and process your personal information please refer to our [Privacy Notice](#)

## **11. Liability**

- a. Subject to the below, we (including our staff and/or representatives) shall have no liability to you 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 us (or our staff or representatives). Where such loss or damage is directly caused by us (or our staff or representatives), our liability shall, subject to the following, be limited to 150% of all fees payable by you to us (excluding any accommodation fees).
- b. We 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 our reasonable control. Such factors or circumstances include, but are not limited to:
  - staff illness;
  - severe weather;
  - fire;
  - restrictions imposed by government or public authorities;
  - epidemic/ pandemic;
  - strikes or other forms of industrial action; or
  - a terrorist attack, or the threat of a terrorist attack.
- c. In the case of unforeseen circumstances beyond our reasonable control, we will contact you to advise of an alternative course of action, where applicable.
- d. We advise you to insure your personal belongings as we shall have no liability for any loss, theft and/or damage to your personal belongings. INTO can provide you with details of the Uniplan insurance policy on request.
- e. Notwithstanding any other provision in these terms and conditions, nothing shall exclude or restrict our liability for death or personal injury resulting from our negligence or fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.

## 12. Entire agreement

- a. These terms and conditions, and any documents (including but not limited to the offer letter, invoice and acceptance form) regulations and policies referred to, constitute the entire agreement between you and us, and supersede all previous agreements between you and us, whether written or oral.

## 13. University Placement and Progression

- a. If you pass your Course but do not meet the criteria for progression onto further study at the University you may, at our sole discretion, receive a refund of all fees paid if, having complied with INTO Centre staff advice with regard to your university application, you have not been offered a place at a UK university on a course appropriate to your qualification.

## 14. Complaints

- a. If you have a complaint, the complaints handling policy can be found [here](#) . If, having completed the internal complaints process you remain unhappy with the outcome, you may have a right to complain to the Office of the Independent Adjudicator: <http://www.oiahe.org.uk/>

## 15. Disclaimer, Non-Waiver and Severance

- a. We make every effort to ensure any content published in any format is correct at the time of publication, and will endeavour to deliver all Courses as advertised. There may be occasions, however, where content has changed since its publication and circumstances have changed beyond our reasonable control. We will endeavour to ensure any changes are kept to a minimum. If we consider a change has occurred which may have a material impact on your offer, we will inform you of this as soon as possible in writing.
- b. There may be circumstances beyond our control where we have to make variations to your Course, including but not limited to content, method or location of delivery. Your Course may also be discontinued or combined with another course, if considered necessary by us. Such changes may occur due to, but not limited to, the following:
  - i. improving the content or delivery of a Course;
  - ii. responding to Governmental or other regulatory changes or requirements;
  - iii. changes to accommodation provision;
  - iv. changes required by the University partner; and
  - v. the circumstances identified in clause 12.

A link to our Student Protection Plan is [here](#), and our Refund and Compensation Policy can be found [here](#).

- c. Any delay by us in enforcing any provision of these terms and conditions shall not affect our right to enforce any provision at a later date. For example, if you do not pay the fees by the due date and your enrolment is not suspended, we may still suspend your enrolment at a later date.
- d. Each clause of these terms and conditions operates separately. If any term is found to be invalid, the remaining terms shall remain in full force and effect.

## 16. Third parties

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

## **17. Transfer of These Terms and Conditions**

- a. We may transfer our rights and obligations under these terms and conditions to another organisation within the INTO group of companies. In doing so, we will ensure that your rights under these terms and conditions are not prejudiced.

## **18. Banking Regulations**

- a. We abide 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. We are bound by international banking restrictions regarding payments to and from certain countries. These restrictions are amended regularly, and we reserve the right to amend our payment acceptance procedures accordingly to ensure that it is compliant with these restrictions.
- c. We reserve the right to refuse to accept applications from prospective students or refuse to accept any payments where we reasonably believe that in doing so, we risk being in breach of the provisions set out in the above paragraph.
- d. In line with current global banking restrictions, we will not accept applications from students domiciled in the following countries/territories: Cuba, Iran, Syria, North Korea, and the Crimean Peninsula (a "Restricted Country"). Country of domicile means the home address provided on the application form.
- 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 our control.

## **19. 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 any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms and conditions.

## Appendix A

### Model Cancellation Form

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

To

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