

INTO 

**UNIVERSITY of
STIRLING**



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TERMS AND CONDITIONS – ONLINE

2024/2025

INTO University of Stirling

Terms and Conditions – ONLINE

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1. IMPORTANT

- a. INTO Stirling LLP is a limited liability partnership registered in England with company number SO304698 and whose registered office is at University Of Stirling, Stirling, FK9 4LA (“INTO Centre”/”we”/”us”/”our”).

References to the “University” mean the University of Stirling. References to “Course” mean a programme of study undertaken online. 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 with a stable internet connection.**
- 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**”).

- 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. Course Fees and Payment

- a. All monies payable by you are set out in the Invoice and are required to be paid not later than eight (8) weeks prior to the published Course start date, as advised in your offer.
- b. 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.**
- c. 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.
- d. 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. Deferral, Cancellation and Refunds

- a. You may request to defer your Course commencement date by emailing 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 **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 commencement date, 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](#).
- 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.
- g. **If INTO reasonably suspects any fraudulent, deceptive, or misrepresentative behaviour by you or anyone on your behalf, INTO reserves the right to withdraw you from the course and no refund of any fees paid shall be due in such circumstances.**

5. 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.

6. Distance Contract Termination Right

- a. If INTO has made its offer for a place on the Course and the offer has been accepted by the Student solely by means of distance communication (i.e. if up to the point when the contract is concluded there has been no face-to-face contact between the Student and INTO or INTO’s representative) then the contract between us is a “Distance Contract”.
- b. Students are entitled to cancel a Distance Contract 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(b).
- c. In order to cancel the Distance Contract, the Student must inform INTO by email to UKadmissions@intoglobal.com within the time period set out in paragraph 6(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.

7. 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 online 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.

8. 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.

9. 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 [here](#).

10. Class Information

- a. For all Courses, live classes will normally be held Monday to Friday between the hours of 10:00 and 14:00 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.

11. 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.

12. Virtual Learning Environment (VLE)

- 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.

13. 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.

14. 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);
 - ix. 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
 - x. 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 spamming, or bulk communications of any kind, whether for commercial or non-commercial purposes.

15. 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.

16. Use of Student Information by INTO

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

17. 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. 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.

18. 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.

19. 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.

20. 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. technical issues relating to the VLE; and
 - v. changes required by the University partner.

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.
- e. 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.
- f. 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 13.

21. 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.

22. 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/>

23. 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.

24. 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.

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

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