



# TERMS AND CONDITIONS

## English Language Summer School

### August 2024

# INTO Stirling LLP

## Terms and Conditions

### English Language Summer School 2024/2025

#### 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 the English Language Summer School programme of study at the INTO Centre.  
**It is important you review these terms, and any documents detailed within them, carefully before signing and submitting your application for admission onto the English Language Summer School programme 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).**  
**We reserve the right to Terminate your place on the Course if you do not pay any fee(s) required by the specified due date. We further reserve the right to withhold any academic certificate and/or awards if any tuition fee(s) remain outstanding at the end of your Course.**
- b. You will need to access Course materials on a learning management system/virtual learning environment or platform and undertake assessments, therefore we recommend you bring the appropriate technology such as a PC or Mac based computer.
- c. 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 Termination from the INTO Centre and your Course.

#### 2. Application and Confirmation

- a. To apply for a place on the 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 Acceptance Letter with an Acceptance Form to complete. In accepting the offer, you confirm that you have provided accurate details of your identification details, current level of study and English ability.
- b. In order to accept the offer, you must return the acceptance form and pay any monies as set out in the Acceptance Letter. We will have received the tuition fees for students studying on the Course as part of a group. For students applying for the Course individually, the tuition fees need to paid to us directly via bank transfer.

- i. tuition fees (this includes the cost of tuition, airport transfer, accommodation, and cultural activities. Please note this does not include insurance and this is a separate cost)
- ii. Once you have accepted your offer in accordance with 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; or you Cancel or Withdraw from the Course; or you are Terminated from the Course by the INTO Centre, in accordance with these terms and conditions.
- c. For the avoidance of doubt, within these terms and conditions the following definitions shall apply:
  - i. "**Cancel**" shall mean where you (the student) cancel your place on the Course, prior to the Course commencement date ("Cancelled" and "Cancellation" shall be interpreted accordingly); and
  - ii. "**Withdraw**" shall mean where you (the student) withdraw from your place on the Course after the Course commencement date ("Withdrawal" shall be interpreted accordingly); and
  - iii. "**Terminate**" shall mean where INTO or the INTO Centre terminates your place on the Course, in accordance with these terms and conditions ("Terminated" and "Termination" shall be interpreted accordingly).

### 3. **Payment**

- a. All monies payable by you are set out in the Acceptance Letter and are required to be paid no later than 31<sup>st</sup> May 2024.
- b. 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.
- c. Where any fees are not paid by the payment due date stated on the Acceptance Letter, 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. We reserve the right to Terminate your place on the Course if you do not pay any fee(s) required by the specified due date. We further reserve the right to withhold any academic certificate and/or awards if any tuition fee(s) remain outstanding at the end of your Course.

### 4. **Travelling to the UK**

- a. If you are not a visa national then you can seek leave to enter at the airport in the UK as a 'Standard Visitor' to take part in the programme.
- b. You can check if you need to apply for a visa before travelling. For further information about UK visas and Immigration, please visit the page below: <https://www.gov.uk/standard-visitor/visit-to-study>. If you do need a visa, follow the application advice on the UK Government website [here](#). If you don't need a visa and are applying for leave to enter at your port of entry into the UK, you should carry with you - your offer letter email from Stirling, a copy of this form and evidence of your funding. This could be:
  - i. Bank statements from your accounts or your parents' accounts
  - ii. Confirmation of government or private loan funding
  - iii. Other financial documents to show that you can support yourself in the UK without working

c. If you are under 18, please visit this page in regards to your visa:

<https://www.gov.uk/standard-visitor/if-youre-under-18>

- i. Please return the consent form, completed by your parents/guardians, permitting you to travel to the UK on your own & giving us information on any medical history. This letter needs to include the signatures of both of your parents/guardians and their full contact details.
- ii. We will send you your accommodation contact details, so that you can prove your address if asked.

## 5. Deferral, Cancellation and Refunds

- a. Please note that to formally cancel, the applicant or their study abroad provider/agent must contact the ELP by email on [elp@stir.ac.uk](mailto:elp@stir.ac.uk) no later than the date listed below indicating desire to cancel and reason. Students will be liable to pay the penalty listed below should they cancel after these dates.
- b. Students who withdraw from the English Language Programme after **7 June 2024** will be charged a £800 cancellation fee.
- c. Students who withdraw after **02 July 2024** will be required to pay the full ELP programme fee.
- d. 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.
- e. 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.
- f. If INTO reasonably suspects any fraudulent, deceptive, or misrepresentative behaviour by you or anyone on your behalf, INTO reserves the right to Terminate your place on the Course and no refund of any fees paid shall be due in such circumstances.

## 6. 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
- c. Under 18s are required to stay in the accommodation organised by the INTO Centre
- d. Before you will be allowed to occupy the INTO Centre accommodation, you will be required to agree to the accommodation terms and conditions.

## **7. 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 Terminate 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 Terminate your place on the Course.

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

- a. Parents of students under 18 must sign a consent letter permitting the U18 student to travel to the UK on their own, nominating the INTO Centre to take action in the case of emergency and declaring any medical information. Failure to return this information could result in us cancelling the student's place on the course. This letter needs signatures from both parents/guardians and their full contact details.
- 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.

## **9. Use of Student Information**

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

## **10. 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.

## 11. **Entire agreement**

- a. These terms and conditions, and any documents (including but not limited to the acceptance letter 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.

## 12. **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/>

## 13. **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; and
  - iv. changes required by the University partner;
- 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.

#### **14. 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.

#### **15. 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.

#### **16. 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, and Russia, 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.

#### **17. 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 Cancel your place on the Course)

To

INTO University of Stirling, Student Services, [elp@stir.ac.uk](mailto:elp@stir.ac.uk)

I hereby give notice that I wish to Cancel my place on the Course and thereby Withdraw from attending the English Language Summer School course at INTO Stirling LLP

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 Conditions.

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: