

Newcastle University London

Terms and Conditions 2017-18

Important

1. Application of the Terms and Conditions

- a. These terms together with those terms contained in the offer letter (together the “Terms and Conditions”) set out the contractual terms which apply between Newcastle University INTO London LLP (“Newcastle University London” or “NUL”) and students (“Students”) in relation to the English language courses and/or university preparation programmes, Higher Education (“HE”) programmes and any other NUL courses.
- b. As such, Students should ensure they read the Terms and Conditions very carefully before signing and submitting their application for admission to the NUL Campus.
- c. For the purposes of the Terms and Conditions, any reference to INTO includes the following entities i.e. INTO University Partnerships, IUP 2 LLP, Newcastle University INTO London LLP.

2. Application to the Course and Confirmation of Acceptance

- a. To apply for a place on a Course, Students should complete their application and submit it to the NUL Admissions Office.
- b. NUL may accept or reject applications in its absolute discretion. If NUL accepts the application, NUL will issue a written offer of a place on a Course to the Student (including any conditions to be met by the Student upon which the offer of a place is based) (the “Offer Letter”) together with an acceptance form for the Student to confirm their acceptance of the offer of the place.
- c. In order to accept the offer, the Student must:
 - i. satisfy all of the conditions, if stipulated as part of the Offer Letter;
 - ii. complete and return to NUL the acceptance form confirming acceptance of the offer of the place indicated in the Offer Letter;
 - ii. pay a deposit as set out in the Offer Letter which will be used towards the tuition fees due for the Course. The amount of the deposit required will be shown in the Offer Letter; and
 - iii. pay the Uniplan Insurance premium (details of which are set out in this brochure) and submit the completed Uniplan form to NUL or provide proof of an acceptable alternative insurance cover.
- d. After completion of the actions listed in paragraph 2c above, the contract between the Student and NUL is formed. However, if the offer is ‘conditional’, the contract shall not come into force unless and until the Student meets the conditions of the Offer Letter and completes the actions listed in paragraph 2c above.

3. Course fees and payment

- a. A breakdown of the total fees payable in respect of the Course is set out in the pro forma invoice included in the Offer Letter. The balance of the invoice including tuition fees payable for the Course, enrolment fee and any insurance fees (if applicable) payable must be paid to NUL at least six weeks prior to the start date of the Course (which is stated in the Offer Letter). Details of indicative course dates are included in this brochure. Once all fees have been paid in full, the fees are fixed for the duration of your course.
- b. Students are advised that there may be other incidental costs associated with the relevant Course which are payable by the Students. An example of an incidental cost is the cost of travel where Students may have to travel from the NUL Campus to another destination such as a laboratory as part of their Course. Incidental costs will vary depending on the Course enrolled for by the Student and are not included as part of the pro forma invoice.
- c. All fees set out in the invoice must be paid in full in pounds sterling by cheque, banker's draft, bank transfer, credit card or debit card.
- d. If bank, credit or debit card charges are incurred by NUL on such payments, where these charges have been incurred through no fault of NUL, these will be re-invoiced to the Student's account so that NUL receives the payment in full.
- e. All deposits (payable for tuition, accommodation and insurance) required to be paid are non-refundable unless the Student is unable to meet visa entry requirements (in which case the Student will be required to provide an official visa rejection letter to NUL – further details of which are set out in section 9 below) or meet conditions of offer (details of which are set out in section 10 below).
- f. Any variation to standard payment terms will only be made by prior agreement in writing by the Chief Executive Officer of NUL.
- g. The prices stated in this brochure are valid for confirmed bookings (with payment) received by INTO on or after 1 January 2017. Tuition and accommodation fees change on 1 September each year. However, any increased fees are published in January so as to ensure that Students have adequate notice of any proposed increases prior to September. Please contact NUL for further details or visit the website.
- h. Refunds of any payments made to NUL will only be made to the individual or organisation that originally paid the funds. If a third party has paid the funds on behalf of the Student we are unable to refund the funds directly to the Student and any refund will be made directly to the third party who originally paid the funds.
- i. Refunds of any payments made to NUL can only be made to the account from which the payment was made originally. 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 severely or prevent it altogether.
- j. NUL will not accept payment for cash sums greater than a total of £500 during the period the student contracts with NUL. Refunds will not be paid via cash. NUL reserves the right not to accept any payment by cash at its own discretion.

4. Overdue fees

- a. Interest will be charged on any outstanding fees at the rate of 2.5% above the base rate of Barclays Bank per month or part thereof from the due date (either six weeks prior to course commencement or date of receipt of visa) until payment.
- b. NUL reserves the right to withhold any academic results or certificates, if fees in respect of tuition are still owed by the Student at the end of their Course.
- c. Fees remain payable if a 'notice of withdrawal' has not been given in accordance with these Terms and Conditions.

5. Changes to Confirmation of Acceptance for Studies ("CAS")

- a. NUL will issue a CAS, no more than six months before the Student's first Course start date provided that:
 - i. the Student's offer is unconditional; and
 - ii. the Student has paid their deposit or full fees as set out in the Offer Letter.
- b. Before issuing the CAS, NUL will confirm with the Student that the details to be included in the CAS are correct. Once the student has confirmed that the details are correct, NUL will submit the details to the Home Office.
- c. If the Student requests any changes to the information on the CAS (other than an update to the 'Fees paid to date' information after making further payments) after NUL has submitted the details to the Home Office and a new CAS is required, the Student will be charged for each request at the then prevailing rate. At the time of going to print the cost is £21 but is subject to review by the Home Office.

6. Cancellation charges

- a. Subject to paragraphs 7 and 8 below, if the Student wishes to cancel their place on the Course prior to the Course commencing, then, unless such cancellation is due to visa refusals, and/or academic and/or English Language conditions on the Student's Offer Letter not being met, the following charges apply:

Academic programmes, Academic English and Pre-sessional English Courses

Tuition fee cancellation charges:

Four weeks or more before commencement: cancellation fee of £500

Less than four weeks before commencement: cancellation fee of £1000

Cancellation after course commencement: cancellation fee of one term's full fees (excluding Pre-sessional, where full fees apply)

Accommodation fee cancellation charges:

Four weeks or more before commencement: cancellation fee of £500

Less than four weeks before commencement: cancellation fee of £1000

Cancellation after commencement: cancellation fee will be the entire balance of the accommodation fee owed by the Student

- b. Cancellations must be made in writing to the NUL Admissions Office, One Gloucester Place, Brighton, BN1 4AA. Cancellations will become valid on the day the written notice is received by NUL.
- c. Cancellation charges will be deducted from the deposit and/or tuition fees paid by the Student or, if no deposit and/or tuition fees have been paid by the Student, NUL will invoice the Student for the cancellation charges. Payment shall be due within 30 days of the date of such invoice.
- d. Cancellation of a Course results in the cancellation of any Uniplan Insurance policy.

We will refund your premium less:

- a) a charge for the period you have been insured, unless you have travelled, or a claim or an incident likely to give rise to a claim has occurred, in which case no refund will be due; and
- b) a £25 administration charge.

7. Leaving a Course early

If a Student wishes to withdraw from their Course, they must notify the NUL Campus in writing as described above in the section 'Cancellation charges'. Withdrawal from the Course by the Student will incur cancellation charges set out in clause 6 being payable by the Student. The balance of any monies owed to the Student will be refunded after deducting the Cancellation charges.

8. Contracts made by distance communication

- a. If NUL 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 NUL or NUL's representative) then the contract between us is a "Distance Contract".
- b. Students are entitled to cancel a Distance Contract at any time up to the earlier of:
 - i. 14 days from the date when the Distance Contract is concluded; or
 - ii. the date on which the Student starts the Course.
- c. In order to cancel the Distance Contract, the Student must inform NUL in writing at the NUL Admissions Office, One Gloucester Place, Brighton, East Sussex, BN1 4AA within the time periods set out in paragraph (b) above.
- d. If any payment has been made by the Student to NUL under these Terms and Conditions prior to the date of cancellation then a full refund will be provided by NUL using the same payment type as soon as possible but, in any event, within 30 days of receipt of the Student's notification of cancellation.

9. Cancellation or deferral because of Visa refusal/Visa delays

- a. Students are advised that they are responsible for reviewing the current UKVI (UK Visas and Immigration) visa requirements and ensuring that all relevant documentation submitted complies with the requirements stipulated by UKVI. NUL will offer advice regarding queries raised by Students in relation to UKVI requirements. However, the sole responsibility of submitting UKVI compliant documentation rests with the Student.
- b. Students are entitled (provided such refusal / delay is not the result of any fraudulent activity) to cancel or defer a Course due to refusal or non-receipt of a necessary visa providing that the Student informs the NUL Admissions Office in writing and sends evidence to NUL of the visa refusal or that the Student advises NUL that they have not yet received the relevant visa from the Embassy as early as possible and in any event no later than two weeks after the Student's proposed Course start date (or one week for Academic English and Pre-sessional English courses).
- c. Cancellation charges (except for Uniplan Insurance cancellation fees which will apply as outlined above in paragraph 6d) will not be incurred in the circumstances described in paragraph (a) above provided that the Student complies with the notice requirements set out and any deposit and/or tuition fees already paid will be refunded accordingly. Failure to provide the relevant information in the timescales set out in paragraph (a) will result in normal cancellation charges applying as set out in paragraph 6.
- d. If the visa refusal states that the visa has been refused due to any type of fraudulent activity by (or with the approval of) the Student then, notwithstanding paragraph 9c, the Student shall be liable for full deposit which will become non-refundable and the total of all claims, damages, losses (including consequential and indirect losses) and expenses incurred as a result of such fraud and the need to comply with any associated internal or external investigation.

10. Cancellation because conditions of offer are not met

- a. If NUL's offer to the Student is conditional upon the Student meeting the requirements set out in the Offer Letter. NUL reserves the right to withdraw its offer to the Student if the requirements of the Offer Letter are not met.
- b. If a Student does not meet the requirements set out in the Offer Letter (Academic or English language), provided that the Student informs NUL in writing and sends evidence that the requirements have not been met as early as possible but at least four weeks before the Course start date, no cancellation charges will be payable by the Student to NUL. This information must arrive at the NUL Admissions Office in the UK no later than four weeks before the Course start date or the day after the Student's exam results are published (if this falls after the four week cut off point). If NUL receives the relevant information (including evidence of the date of publication of the results if this falls after the four week cut off point) within the timelines outlined above, any deposits/fees already paid (minus the Uniplan Insurance cancellation fees as outlined above in paragraph 6d) will be refunded by NUL to the Student. Failure to do this will result in normal cancellation charges applying (as set out in clause 6 above).

11. Deferrals

- a. A Student may defer the start of a Course if the Student has been prevented by external events from starting the Course, up to a maximum of two occasions. An external event includes (without limitation) serious illness or injury of the Student or of a close member of the Student's family.
- b. Students must ensure that any request to defer is accompanied by a full explanation of the reasons for the request, is presented in writing and normally reaches the NUL Admissions Office in the UK at least six weeks before the Course start date. If NUL receives the request after this date, normal cancellation charges may apply (see the 'Cancellation charges' section above). The request should also include details of the Student's preferred new start date for the Course.
- c. All deferrals are subject to the availability of the requested chosen new Course start date at the time NUL receives the Student's request to defer.
- d. Any deferral requests in excess of the two occasions referred to above will be considered by the NUL Admissions Office on a case-by-case basis and acceptance of a deferral request will be at the NUL Admissions Office's sole discretion.
- e. On the basis that a new CAS will need to be issued if a request to defer is successful, the Student will be charged the fee in respect of the new CAS (as described in paragraph 6c above).
- f. Student accommodation will need to be re-booked and is subject to availability.
- g. If the reason for deferral is due to visa refusal, the provisions set out under section 9 above shall apply.

12. Academic criteria and attendance

- a. Students are accepted onto the Course on the strict understanding that progression through the Course and successful completion of the Course are conditional upon satisfactory attendance and successful attainment of specified progression grades.
- b. Students are accepted onto the Course on the strict understanding that they attend all classes. By signing the application form, the Student accepts that if they fail to attend classes without good reason, or without the permission of a member of NUL staff for the Course or a member of the Campus Senior Management Team, they may be deemed to have withdrawn or be required to leave the Course. In the case of students studying on a Tier 4 visa, the Campus may also report the situation to the Home Office.
- c. During the Course induction all Students will be made aware of the criteria for successful completion of the Course. The assessment of student performance may take into consideration coursework, internal examination results, attendance, effort in class and homework.

- d. Students who do not meet the academic and/or any other attainment criteria for successful completion may not be allowed to proceed with their intended study plan. In such cases, Students will be offered advice on suitable alternative study options.
- e. Students who do not meet the attainment criteria for progression from an English language programme, or who are identified as being at serious risk of not meeting the attainment criteria for progression from an English language programme, to their intended Course of study (including Extended courses) will be offered advice on alternative study plans which may include further study on the English language Course. In some cases, an alternative study plan may involve additional time and expenditure with regard to tuition and accommodation fees.

13. English language admissions criteria

- a. Offers are made to Students for both English language and academic Courses on the basis of the certification provided by the Students that they meet the admissions criteria. If, however, the results from the tests and assessment procedures on arrival provide clear evidence that a Student's actual level of proficiency in the relevant discipline is lower than claimed and lower than that required for their designated Course or for visa entry purposes, then the Student will be formally advised of the results and of their options.
- b. Where 13a applies:
 - i. if the English Language level is below the level for visa entry purposes then the Student will have to return home; or where 13bi does not apply;
 - ii. an alternative study plan which may involve additional time and expenditure with regard to tuition and further accommodation fees may be required. This will be determined at the discretion of NUL.

14. Behaviour, welfare and attendance

- a. By signing the application form, the Student consents to NUL requesting and receiving any relevant information from any University school, service or centre concerning the Student's behaviour, welfare and attendance, and to allow the efficient operation of the Campus.
- b. If the Student has welfare and/or pastoral problems or concerns, the Student should in the first instance refer to the NUL Student Handbook or contact the Student Services Manager or the Student Services team.
- c. By signing the application form the Student agrees to adhere to the NUL Campus Code of Conduct (published in the NUL Student Handbook) and all other University regulations, where applicable. Serious breaches of NUL and/or University regulations, where applicable, may result in expulsion from NUL and the University with no refund of fees.

15. Class times and sizes

- a. For all Courses, classes will normally be held Monday to Friday between the hours of 08:00 and 19:00. However, there may be instances where classes could be held outside of these time due to unforeseen circumstances in which event NUL will provide Students with reasonable and adequate notice of any changes to classes.
- b. Lessons will take place in the form of classes, seminars, workshops and lectures. Academic subject class sizes will vary depending on the learning format (e.g. lecture, seminar, lab practicals, off site field trips).
- c. Although, examinations will normally be held during class hours as detailed in 15a, there may be instances where examinations may be required to take place in the evening, on weekends and public holidays, and at venues outside of the main centre. In the event that examinations take place outside normal class hours, NUL will provide the Students with reasonable and adequate notice so as to minimise the impact of any changes.

16. Holidays

- a. No regular classes will take place at NUL on recognised UK public holidays
- b. No refunds will be made for classes not taking place on these dates.
- c. On occasion examinations may be held on these dates. Term dates relevant to individual Courses are published in this brochure and no classes will take place outside these dates.

17. Arrivals

- a. Students must arrive in the UK on the Saturday or Sunday before the Course start date and register and enrol at the Centre on the published start date.
- b. Late arrivals – NUL expects all Students to arrive and start their Course on the scheduled start date. However, INTO recognises that Students are sometimes delayed for unavoidable reasons (these would include, for example, cancellation of, or delays to, flights or other transport). In exceptional cases, NUL will allow Students to arrive up to two weeks after the published start date for academic Courses and up to one week late on English language Courses. Unavoidable late arrivals must be approved in advance by the Head of Admissions of INTO as soon as the Student becomes aware that he or she will not arrive in time for the scheduled start date.
- c. Students on Pre-session courses MAY NOT arrive late.
- d. If, due to late arrival, a new CAS has to be issued, there will be a charge for the issuing of the new CAS (as set out in paragraph 5c above).
- e. No discount or refund of fees will be given for late arrivals.

18. Accommodation

- a. At the time of application to the Course, Students are invited to select their preferred accommodation. NUL aims to provide the accommodation as requested but, if this is not

available, NUL reserves the right to provide an alternative type of accommodation. This will be charged at the published rate for such accommodation as set out on the fees page within this brochure.

- b. Accommodation is allocated as per the instructions on the application form and upon receipt of the signed copy of the student's acceptance form and payment of the appropriate accommodation deposit (as evidenced by the Student's invoice). Under 18s are required to stay in NUL accommodation or with DBS checked homestay hosts unless full details have been provided of alternative living arrangements with a named adult over the age of 21.
- c. Students will be sent a copy of the accommodation terms and conditions with their offer letter and are required to agree to them when returning the acceptance form.
- d. The accommodation deposit is described in the Offer Letter. Accommodation is guaranteed once the deposit has been paid, the student has returned a ticked and signed Acceptance Form, and the Student has received confirmation that the type of room they have requested is available.
- e. NUL accommodation is only available to Students who are registered on fulltime NUL Courses.
- f. Accommodation is not available to family members of Students (unless they are also registered on full-time Courses at NUL).
- g. If a Student is eligible to resit an examination ("a resit") the date of such resit may be outside the term dates of the programme. If that is the case any decision to indeed resit that examination shall also constitute an undertaking by the Student to meet the relevant charges for extending accommodation to cover this period should they (or their parents and/or guardian if the student is under 18) wish so to extend.
- h. NUL advises Students to insure their personal belongings. NUL shall have no liability for any loss, theft and/or damage to Students' personal belongings. NUL can provide details of insurance policies on request.
- i. Where a Course spans a holiday period accommodation fees will still be charged for those periods.
- j. All Students will be required to pay a damage and sundry expenses deposit of £500 which will be invoiced at the time of booking their course and shall be payable at least six weeks prior to the start date of the Course. Such deposit is refundable at the end of the Course minus any costs not already paid to NUL 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 the Student's departure. NUL will repay any monies owing within 60 days of the Student's final Course end date.
- k. Breakages – Students are responsible for payment of any damage caused by them to property owned or occupied by the University (where applicable) or NUL. Students in residential accommodation may be required to sign an inventory on arrival and departure. NUL reserves the right to recover costs for damage or exceptional cleaning from Students. Any damage which requires repairs and/or exceptional cleaning which occurs whilst the Student is living in the property or is required following the Student's departure will be

charged to the Student separately at the going rate. Any damage discovered during the student's stay will be invoiced at that time and payment will be due immediately. Charges for damage discovered after departure will be deducted from the deposit payable by the Student as set out in paragraph 18j above. If the amount due is in excess of the deposit paid by the Student, NUL will invoice the Student for the excess amount. The Student shall pay any such amounts to NUL within 30 days of the date of the invoice.

19. Accommodation fees

- a. All accommodation fees for the entire duration of the accommodation booked must be paid in full in pounds sterling by cheque, banker's draft, bank transfer, credit or debit card at least six weeks prior to the start date of the Course.

If bank, credit or debit card charges are incurred by NUL on such payments, where these charges have been incurred through no fault of NUL, these will be re-invoiced to the Student's account so that NUL receives the payment in full.

20. Accommodation changes or cancellation when a Student has arrived and moved into their Accommodation

- a. Residential/homestay accommodation – In all cases except visa refusals, Students who wish to cancel their accommodation booking will be subject to the cancellation fees as set out in the copy of the accommodation terms and conditions they will have received with their Offer Letter.
- b. Students are bound by the terms and conditions of their accommodation contract.
- c. Full accommodation charges will apply during any notice period as outlined in the accommodation contract.
- d. No change to the type of accommodation arrangements will be made without the written permission of the Director of Operations. This permission will only be given in exceptional circumstances. If a Student makes a change to his/her accommodation arrangements or leaves accommodation provided by NUL without the prior written consent of the Director of Operations, the Student shall remain liable for the full accommodation payments invoiced or reserved at the time of confirmation.
- e. A Student under the age of 18 may only move to agreed alternative private accommodation where the Student's parent or guardian have certified to NUL that this is the case and that the provision of accommodation by NUL is no longer required. For the avoidance of doubt the Student shall remain liable for the full accommodation payments invoiced or reserved at the time of confirmation in respect of the vacated property.
- f. Residential accommodation may not be available over the two week Christmas period to Students who are under 18 years old. The NUL Campus can assist with alternative arrangements which may incur an additional charge.

21. Airport pickups

- a. Airport pickups may be booked as specified earlier in this brochure. The airport pickup will be for the passenger named on the application form only or for named Students if Students agree in advance (and notify NUL) that they wish to share an airport pickup.
- b. Additional family members or chaperones accompanying the named passenger will be charged additional fees.
- c. The first 30 minutes of waiting time is included in the fee as specified in this brochure. Additional fees may apply for waiting periods longer than 30 minutes.
- d. Fees will only be refunded for 'missed pickups' if the Student informs NUL, by telephoning the NUL emergency telephone number (as publicised in the pre-departure guide), that their pickup will not be required or that they will be delayed before they leave the departure airport, or if they have arrived at their destination airport and the transfer is a no show, they telephone the NUL emergency telephone number (as publicised in the pre-departure guide), to alert the NUL Centre that their transfer is a no show before they leave the arrival airport.

22. Travel to the INTO Centre

- a. NUL expects Students to assist NUL with its Green Travel Plan, as maybe reasonably required.
- b. Students may not bring cars to campus unless otherwise agreed in advance by NUL. Please contact NUL for further details of our Green Travel Plan.

23. Record keeping duties under TIER 4 Immigration rules (PBS)

- a. NUL is required to comply with regulations of the UKVI enforced from time to time. Students undertake to comply with any reasonable requests as determined by UKVI regulations. The requests may include but are not limited to providing a copy of Students' passport, identity card for foreign nationals or United Kingdom immigration status document, Students' UK contact details and class attendance records.
- b. Under the TIER 4 Immigration rules (PBS) the sponsor licence holder will report to the Home Office in the following circumstances:
 - i. if the Student fails to enrol on the Course within the enrolment period;
 - ii. if the sponsor licence holder stops being the Student's immigration sponsor for any other reason, for example, if the Student is withdrawn or moves into an immigration category that does not need an approved education provider;
 - iii. if there are any significant changes in the Student's circumstances, for example, if the length of a course of study becomes shorter; or
 - iv. if NUL has any suspicions that the Student is breaking any conditions attached to their permission.
- c. Students should pay attention to the specific requirements of their Tier 4 student visa. Where it is noted on their visa, students should register with the police and should provide proof of same to the Centre Student Support team.

- d. Students are ultimately responsible for reviewing and ensuring that their visa application complies with current UKVI visa requirements.

24. Medical treatment and accident insurance

- a. Acceptance by the Student (or by his/her parent or legal guardian if the Student is under 18), of a place to study at the NUL Centre indicates that the Student (or parent/legal guardian if the Student is under 18):
 - i. gives permission for the administration of first aid and appropriate non-prescription medication to the Student if required; and
 - ii. if the Student is under 18, for NUL to recommend that the Student seeks medical, dental or optical treatment when required.
- b. All Students must maintain a valid and comprehensive medical and accident insurance policy for the duration of their stay. Students unable to provide evidence of adequate cover at the time of their application are required to take up the Uniplan Insurance cover as a condition of enrolment.

25. Students who are under 18

- a. NUL strongly recommends that parents appoint a UK based guardian, who must be at least 21 years of age, for Students under 18 years of age.
- b. If parents are making their own arrangements for either guardianship services or a friend or family member in the UK to act as guardian to the Student, then evidence of these guardianship arrangements and contact details thereof must be supplied at time of confirmation.
- c. Parents of Students under 18 must sign a consent form authorising nominated NUL staff to act (on behalf of the parent) in the case of an emergency. They must also complete a medical information form. The forms will be included with the NUL offer documents and must be completed and returned to NUL at the confirmation stage. Confirmation documents will not be issued unless these forms are returned. Failure to return these forms could result in a Certificate of Acceptance for Studies not being issued.
- d. In the case of Students under 18, any reference in these Terms and Conditions to liability of Students shall also infer liability on the parents or guardian of the Student and such liability is joint and several.

26. Use of Student information by NUL

- a. Students agree that copies of their regular reports on their academic progress and performance can be supplied to parents, sponsors or agents without notification, by completing the student record section of the application form.

- b. Students agree that if NUL has serious concerns about their welfare, NUL can contact their parents or family members without notification. Consent is hereby given by the Student to the above until formally withdrawn in writing.
- c. Students and, if the Student is under 18, the Student's parents/guardians/ sponsors hereby consent that the Student's records and achievements, images and sound may be used for promotional purposes, by completing the student record section of the application form.
- d. NUL is obliged to report visa status, attendance records (including all cancellations of or withdrawals from Courses) and UK contact details to relevant UK government bodies and will do so in accordance with its legal obligations under relevant legislation (including under the Data Protection Act 1998).
- e. NUL may disclose information about the Student for the purposes of (without limitation):
 - i. the administration of justice;
 - ii. the exercise of any functions of either House of Parliament;
 - iii. the exercise of any functions conferred on any person by or under any enactment;
 - iv. the exercise of any functions of the Crown, a Minister of the Crown or a government department; and/or
 - v. the exercise of any other functions of a public nature exercised in the public interest by any person i.e. necessary for legitimate purposes and justified by the Data Protection Act.
- f. NUL will process personal information provided to it by Students in accordance with the Data Protection Act 1998 and any other applicable data protection legislation. For further information about how NUL handles and uses personal data please see NUL's Privacy Policy which can be viewed at www.intostudy.com/uk/en-gb/footer/legal-and-privacy.aspx.
- g. NUL will only use the personal information provided to it by Students in order to provide and administer the course (including counselling students). Please note that personal data may be shared between NUL, the university partner and external third parties based overseas where applicable, as necessary in order to provide and administer the course (which includes the provision of accommodation). Any personal data shared is in accordance with the Data Protection Act 1998 and with any other applicable data protection legislation. Students acknowledge and agree that by providing their personal details, NUL may also pass their personal data to external agencies or other selected third parties for the purposes of seeking participation in student surveys, undertaking academic audits or ensuring compliance with NUL's regulatory responsibilities.

27. Liability

- a. Subject to the following, NUL (including its staff and/or representatives) shall have no liability to the Student for any loss, damage, costs or expenses arising under or in connection with these Terms and Conditions except where such loss or damage is directly caused by NUL (or its staff or representatives).

- b. Where such loss or damage is directly caused by NUL (or its staff or representatives), NUL's liability shall, subject to the following, be limited to 150% of all fees paid or payable by the Student to NUL.
- c. Notwithstanding any other provision in these Terms and Conditions, nothing shall exclude or restrict NUL's liability for death or personal injury resulting from its negligence or fraudulent misrepresentation or in any other circumstances where liability may not be so limited under any applicable law.
- d. NUL shall have no liability for failure or delay to supply the Course and/or any service contemplated by these Terms and Conditions caused by unforeseen factors or circumstances which are outside of NUL's reasonable control. In the case of unforeseen circumstances, beyond the reasonable control of NUL, NUL will contact the Student to advise a new commencement or re-commencement date regarding the Course or alternatively will agree an alternate course of action with the Student.

28. Disclaimer

- a. Every effort is made to ensure that content published in this brochure is correct at the time of publication. However, due to circumstances beyond NUL's control there may be instances where information contained in this brochure may have changed since date of publication. The most up to date source of information is the Into Study website which can be accessed at www.intostudy.com. In the event that there are material changes to the information contained in this brochure or to the information on the Into Study website, these changes will be highlighted in future correspondence. NUL therefore strongly recommends that immediately prior to making any application to NUL or accepting any offer from NUL, Students should refer to the most up-to-date version of the Course descriptions and specifications and the regulations on the NUL website.
- b. Due to unforeseen circumstances or factors beyond NUL's control, NUL may have to make variations to the contents and methods of delivery of the Courses and services, to discontinue, Courses and services, and to combine and merge Courses, if such action is reasonably considered to be necessary by NUL.
- c. Applicants to NUL Courses will be notified as soon as practicable of any material changes likely to have a bearing on their application, such as cancellation of, or major modification to Courses offered, changes to accommodation provision or fees and charges to be levied by the university partner where applicable.
- d. NUL, in marketing its Courses, aims to comply with the British Code of Advertising Practice issued by the Advertising Standards Authority.
- e. Applications to universities for undergraduate or postgraduate courses are governed solely by the applicable terms and conditions of that university, and not by these Terms and Conditions.

29. Equal opportunities

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

30. Entire agreement

- a. These Terms and Conditions and those set out in the Offer Letter will be relied upon by NUL in the provision of English language Courses and/or academic Courses and any other non-HE NUL Course to the Student.
- b. Should the Student be relying on terms which are not contained in these Terms and Conditions, the Student should request that the said terms be put in writing so as to avoid any problems about the Student's expectations from NUL in the provision of English language Courses and/or academic Courses or any other non-HE NUL Courses.

31. Changes to these Terms and Conditions

- a. NUL reserves the right to vary these Terms and Conditions. NUL will at all times, where possible, provide the Student with reasonable notice of any changes to the Terms and Conditions.
- b. Where material changes to these Terms and Conditions are to be implemented (prior to or after the contract being concluded with the Student) NUL will obtain the student's express consent to the said changes by indicating the material changes to the Student in the Offer Letter (or any time prior thereto) or via separate correspondence in the event that the Offer Letter has been signed.

32. Transfer of these Terms and Conditions

NUL may transfer its rights and obligations under these Terms and Conditions to another organisation within the INTO group of companies. In doing so, NUL will ensure that the Student's rights under these Terms and Conditions are not prejudiced.

33. Severance

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

34. Governing law and jurisdiction

Relevant United Kingdom law will apply to these Terms and Conditions and the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to these Terms and Conditions

35. Other fees

- a. Accommodation – the fee for accommodation is set out in the Offer Letter, but students should also be aware of other instances which are likely to impact the cost of accommodation:
 - i. Where a Course spans a holiday period accommodation fees will still be charged for those periods;
 - ii. If a Student is eligible to resit an examination (“a resit”) the date of such resit may be outside the term dates of the programme. If that is the case any decision to resit that examination shall also constitute an undertaking by the Student to meet the relevant charges for extending accommodation to cover this period should they (or their parents and/or guardians if under 18) wish so to extend.

Further information regarding accommodation is contained in paragraphs 18 –21.

- b. Insurance – where applicable, the fee for insurance is set out in the Offer Letter. Further information regarding insurance is contained in paragraph 24.
- c. One to one tuition – Any Students who require one to one tuition must agree such tuition with the NUL Campus in advance. English language tuition will be charged at £75 per hour and will be invoiced in advance. One to one tuition for other subjects may be available and charges may vary. For such tuition, the student should speak to the Director of Studies at the NUL Campus in the first instance.
- d. Textbooks – Textbooks and/or appropriate Course materials will be supplied to Students on enrolment for International Foundation, Graduate Diploma and Academic English or Pre-session English Courses. Students will be invoiced for the textbooks and/or appropriate Course materials immediately following receipt by NUL of the Student’s acceptance of the offer of a place on the Course and such invoice is payable at least six weeks before the start date of the Course. The approximate cost of textbooks and/or appropriate Course materials will be £190 per academic course (3 term), £250 per academic course (4 term) and £70 per term for the Academic English and for Pre-session English 10-week course, and £40 for Pre-session English 6-week course.
- e. Laboratory fees – Students who are enrolled on science or arts-based academic Courses shall be charged an additional fee of £375 per academic year to cover the use of laboratory or studio facilities. This fee will be invoiced to the Student immediately following receipt by NUL of the Student’s acceptance of the offer of a place on the Course and such invoice is payable at least six weeks before the start date of the Course.
- f. Airport pickups – Airport pickups are compulsory for students under 18, unless parents provide NUL with evidence that they have made alternative arrangements for the collection of their child from the UK entry airport. A similar compulsory delivery of students under 18 to their departure airport applies. Airport transfer fees are set out in the Offer Letter and must be paid for at least 6 weeks prior to the course start date. Further information regarding airport pickups is contained in paragraph 21.

- g. Incidental costs - Students are advised that there be may be other incidental costs associated with the relevant Course which are payable by the Students. An example of an incidental cost is the cost of travel where Students may have to travel from the NUL Campus to another destination such as a laboratory as part of their Course. Incidental costs will vary depending on the Course enrolled for by the Student and are not included as part of the pro forma invoice.

36. University placement and progression

- a. Students who pass the NUL Foundation but do not meet the criteria for progression onto further study at Newcastle University London may, at NUL's sole discretion receive a refund of all tuition fees paid if, having complied with NUL staff advice with regard to their university application, they have not been offered a place at a UK university on a course appropriate to their qualification.
- b. Students who successfully complete the NUL Foundation, Diploma or Graduate Diploma and who meet the individual entry requirements of Newcastle University London for their chosen degree will be permitted to progress onto their course provided they have received a conditional offer and met the terms of that offer and any other University entry requirements.

37. Behaviour, welfare and attendance

- a. By signing the application form the Student agrees to adhere to NUL's Disciplinary and Attendance Policy, which requires attendance of at least 95%. The student should refer to the Disciplinary and Attendance Policy provided at induction. Students will be registered with Newcastle University and will therefore be required to abide by the rules and regulations of Newcastle University.

38. Complaints Handling policy

- a. The complaints handling policy can be found at www.intostudy.com/en-gb/terms. Students are advised to familiarise themselves with the details of the complaints handling policy as there are separate procedures for the handling of academic and non-academic complaints.
- b. Students are encouraged to utilise the complaints handling policy as found at the above link in order to highlight any areas of concern to the NUL Campus.
- c. In the event of any complaints remaining unresolved, the relevant alternative dispute resolution provider used by the NUL Campus is the Office of the Independent Adjudicator found at the following web address: www.oiahe.org.uk/about-us/using-the-scheme.aspx.

39. Banking Regulations

- a. NUL abides by the guidance of the Financial Action Task Force (FATF) and our banking service providers in relation to taking actions to help prevent of money laundering and terrorist financing.
- b. NUL is bound by international banking restrictions regarding payments to and from certain countries. These restrictions are amended regularly and NUL reserves the right to amend its payment acceptance procedures accordingly to ensure that it is compliant with these restrictions.
- c. NUL reserves the right to refuse to [accept applications from prospective students or to] accept any payments where NUL reasonably believes that in doing so, it risks being in breach of the provisions set out above in this paragraph 39.
- d. At February 2017, in line with current global banking restrictions, NUL will not accept applications from students domiciled in the following countries/territories: Cuba, Iran, Syria, North Korea, Sudan and the Crimean Peninsula.
- e. Payments made from a restricted country or territory 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.