

## **EAST SURREY COLLEGE ENROLMENT TERMS AND CONDITIONS**

**The application form and these enrolment terms ("Terms") set out the basis of your application to be enrolled as a student at East Surrey College ("ESC", "we", "our") and will form part of any agreement between ESC and you ("the agreement").**

**The Terms set out your rights and obligations, as well as our obligations and the limitations of our liability to you. Therefore, it is very important that you read and understand these Terms before you complete the application form. In particular, please note our limitation of liability to you in clause 9. If you do not understand any part of this document, please discuss it with one of our employees before submitting your application form.**

The definitions below apply in these Terms:

"International Student" means a student who requires a Visa to study in the United Kingdom;  
"Home Student" means a student who does not require a visa to study in the UK (generally UK and EEA students);

"Higher Education student" means a student enrolled on, or intending to be enrolled on a Higher Education course offered by East Surrey College;

"Further Education student" means a student enrolled on, or intending to be enrolled on a Further Education course offered by East Surrey College; and

"Deadline Date" has the meaning set out in clause 1.4. below.

### **1. Application and Enrolment**

- 1.1. The application form (once accepted by us in accordance with clause 1.3.), the enrolment form, the learning agreement and these Terms (and any documents mentioned within these Terms) set out the whole agreement between us. Please check that the details in the application form are complete and accurate before you submit it. If any of these Terms are inconsistent with any term of the application form, the application form shall prevail.
- 1.2. By submitting the application form (whether directly or via an agent authorised to act on your behalf, such as UCAS) you offer to enrol on your chosen course on these Terms. We may accept or decline your offer as described below.
- 1.3. On receipt of your completed application form, we will check that you satisfy the eligibility criteria to undertake your chosen course. If you do not satisfy the criteria, we will refuse your application. If you satisfy the criteria, we may invite you to attend an interview. During the interview, depending on the course you have applied for, you may be asked to complete an initial assessment such as a numeracy and / or literacy assessment and, for some courses, an aptitude test or an audition. At this stage, we may also check your references and your previous experience. If you do not satisfy our eligibility criteria at this stage, we will refuse you a place on the course.
- 1.4. If you satisfy the eligibility criteria, and you are applying for a Further Education course, or a Higher Education course other than via UCAS, we will send you a conditional or unconditional offer letter (either directly to you or via any agent authorised to act on your behalf). If you are a Home Student, you accept by confirming that you accept the offer, such acceptance to reach us by no later than the deadline stated in the offer letter (the "Deadline Date"). If you are a Home Student, subject to receiving your acceptance on or before the Deadline Date, an agreement between us will be formed on the Deadline Date.

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If we do not receive your acceptance by the Deadline Date your application will be deemed rejected, unless we, in our absolute discretion agree to grant an extension. If you are an International Student, see clause 1.7. below for how to accept the offer letter and how the contract is formed; or

- 1.5. If you are applying for a Higher Education course via UCAS, we will send you a conditional or unconditional offer letter via UCAS. If you are a Home Student you accept by replying to us in accordance with the UCAS system, confirming that you accept the offer, such acceptance to reach us by no later than Deadline Date. If you are a Home Student, subject to receiving your acceptance on or before the Deadline Date, an agreement between us will be formed on the Deadline Date. If you are an International Student, see clause 1.7. for how to accept the offer letter and how a contract is formed.
- 1.6. Even if you satisfy our eligibility criteria, we may decline your application for other reasons such as over- subscription for the relevant course.
- 1.7. **For international students only**, following receipt of the offer letter, you must send to us on or before the Deadline Date:
  - 1.7.1. a completed acceptance of offer form (contained in the offer letter);
  - 1.7.2. a deposit of 50% of the tuition fee; and
  - 1.7.3. all documents specified in the acceptance of offer form,

failing which your application will be deemed rejected, unless we in our absolute discretion agree to grant an extension of time.

Following receipt of the above items correctly completed, an agreement between us will be formed on the Deadline Date and we will send you a confirmation of acceptance of studies (CAS).

- 1.8. For students applying for Entry Level 3 courses and above, our offer may be conditional upon you gaining the qualifications that we set out in the conditional offer letter sent to you as described in clauses 1.4. or 1.5. above. If you do not attain the qualifications set out in the conditional offer letter, our agreement or our offer will terminate automatically.
- 1.9. At Enrolment (as defined in clause 1.10. below) as part of our screening process, you will be required to provide one or more of the following (as applicable to you and your course and / or as specified by us in our acceptance letter, offer letter or at your interview):
  - 1.9.1. qualification certificates and / or exam results and photo identification;
  - 1.9.2. payment of the Fees and any Additional Costs (as defined in clauses 2.1 and 2.5 below) as specified by us;
  - 1.9.3. if you are receiving benefits, provide the award notice or current benefit letter and a recent (no older than 14 days) bank statement or mini statement showing you are still in receipt of benefits;

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1.9.4. if you are having all or part of your fees paid for by a third party ("Sponsor"), a confirmatory letter on headed paper from the Sponsor;

1.9.5. if you are enrolling on a Higher Education course and your local education authority is paying your Fees, a letter from Student Finance England;

1.9.6. if you are an International Student, the information set out in clause 5.10;

If you do not provide us with the information requested by us, to our satisfaction, we may terminate our agreement or withdraw our offer immediately by written notice to you.

1.10. "Enrolment" means reporting at ESC for the start of your course at the time and on the date specified by us.

### **2. Payment of Fees and Additional Costs**

2.1. The course tuition fees are detailed in our prospectus and / or on our website <http://www.esc.ac.uk>. You may be required to pay additional administration costs and/or third party costs for the reasons set out in clause 2.5. ("Additional Costs"). For students enrolling on a Higher Education course only, the examination fees are included in the Fees.

2.2. Full payment of Fees for the academic year and any Additional Costs specified by us (such as the fees pursuant to clause 2.5.2) must be made at the time of Enrolment unless we in our absolute discretion agree that you may pay the Fees in instalments.

2.3. If we agree to payment by instalments, you must at the time of Enrolment:

2.3.1. complete an instalment agreement form, setting out the instalment plan; and

2.3.2. make an initial payment(s) in accordance with an agreed instalment plan.

2.4. If a Sponsor is paying your fees on your behalf, you must ensure the Sponsor is made aware of these Terms before you submit your application form to us. You are responsible for payment of your Fees and any Additional Costs even if you arrange for a Sponsor to pay these on your behalf. Our agreement shall be with you and not with any Sponsor, who shall not be party to this agreement.

2.5. In addition to the Fees, you may also be required to pay the following Additional Costs:

2.5.1. administration fees payable to us, including:

2.5.1.1. if you are an International Student, a fee to return Fees paid by you if your visa application is refused;

2.5.1.2. charges for any late or dishonoured payments ("Default Payments");

2.5.1.3. a fee for any course transfer or course deferral granted in accordance with clauses 6.2. and 6.3.;

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2.5.1.4. courier charges;

re-attendance fee if you wish to re-attend your course or any part thereof; or

2.5.1.5. **for Higher Education students only**, a re-take fee of:

2.5.1.5.1. £150 per module if you wish and are required to re-take a module; or

2.5.1.5.2. if you wish to and are required to re-take the whole year, the course tuition fee for that year.

2.5.2. fees payable to third parties, including:

2.5.2.1. **for Further Education students only**, examination entry fees payable on dates specified by us, to us or to any external examination centre. If you fail to pay such examination fee by the due date, you cannot sit the relevant examination;

2.5.2.2. student membership and professional body fees;

2.5.2.3. a re-sit fee if you wish to re-sit an examination;

2.5.2.4. any other costs or expenses that you may incur in the course of your studies or in connection with this agreement (including without limitation, the costs of purchasing textbooks, course materials, your accommodation, food and travel costs).

2.6. The Fees are, as far as we are aware, correct at the time of publication. Unless you pay on Enrolment all your Fees and all relevant Additional Costs for the entire duration of the course, then the Fees and Additional Costs payable after the first year may be subject to an annual increase of not more than [10% percent]. Such increases may include without limitation, increases in the Consumer Price Index and increases resulting from changes in any applicable taxation and changes by regulatory, professional or academic bodies. We have no control over or responsibility for fees payable to third parties.

2.7. In addition to the Fees and any Additional Costs, you may also be required to purchase or obtain (at your own cost) specialised equipment or DBS checks as applicable to your course (for example for courses such as construction you will be required to obtain your own PPE equipment and for child care courses you will be required to pay for and pass the required DBS checks). If you do not have the required equipment or DBS checks in place, prior to the start of the course, we reserve the right (at our discretion and with no liability) to suspend or exclude you from the course until this has been rectified.

2.8. If you fail to pay any part of your Fees or any Additional Costs for any reason, we reserve the right (at our discretion) to take one or more of the following actions:

2.8.1. suspend or exclude you from your Course;

2.8.2. prevent you from registering for your course examinations;

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- 2.8.3. prohibit you from sitting your course examinations;
- 2.8.4. withhold any documentation required for a visa extension;
- 2.8.5. take legal action against you to recover the Fees and any Additional Costs payable to us;
- 2.8.6. terminate our agreement immediately on written notice;
- 2.8.7. charge you an administration fee of £30 to cover expenses incurred by us in the course of recovering the debt. You must pay us this fee together with the overdue amount.

### **3. Your Obligations**

- 3.1. You confirm that all the information provided on your application and enrolment forms is complete, up-to-date and accurate in all respects.
- 3.2. You are required to:
  - 3.2.1. enrol at the start of your course and at the start of each subsequent year of your course;
  - 3.2.2. register with any applicable professional bodies as a student member and register for examinations in good time;
  - 3.2.3. comply with these Terms, the course handbook, our College Charter (as set out in our website), our Fees Policy, Admissions Policy, Student Disciplinary Procedure, and the reasonable requests of our employees, authorised contractors and agents;
  - 3.2.4. comply with all requirements imposed by law, regulation or judicial order at any time. These may include criminal checks, health checks, adherence to the English language requirement in accordance with clause 5.1 and other conditions of conduct;
  - 3.2.5. keep us informed of:
    - 3.2.5.1. any change in your visa status; and
    - 3.2.5.2. any changes to the personal information (including your home address, telephone numbers and next of kin) provided in your application form.
  - 3.2.6. declare any criminal charges pending against you and any criminal convictions on your application form or immediately after receipt of any such charge or conviction if these arise during your course;
  - 3.2.7. submit your own work and not plagiarise the work of others;
  - 3.2.8. behave appropriately at all times and in such a manner as not to:

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- 3.2.8.1. cause a nuisance, injury or damage to other persons (in particular, other students, our employees, contractors, agents and any visitors) or to any of our property;
  - 3.2.8.2. impede or prevent the provision of any programme of study offered by us; or
  - 3.2.8.3. cause damage to our reputation.
- 3.3. If you fail to comply with your obligations under clause 3.2, we may at our discretion:
- 3.3.1. notify you of such failure and where appropriate arrange a meeting with you; and / or
  - 3.3.2. if your breach is serious or persistent, dismiss you with immediate effect from your course and terminate our agreement immediately on written notice.
- 3.4. You are required to notify us when submitting your application form or as soon as possible thereafter of any medical condition (including pregnancy) and any health care or medical procedures you may require during the course, if this may affect your ability to complete the course. If an independent medical practitioner acting in their reasonable discretion considers that any (elective) medical procedures you notify us of in accordance with this condition are likely to affect your ability to complete the course, then we may ask you to postpone such treatment, and if you refuse, we may terminate our agreement immediately on written notice.
- 3.5. You are required to attend your course in full and to comply with the Attendance and Punctuality Policy. You must indicate your attendance at each class (by notifying your tutor that you are present who will then log your attendance). You must notify us immediately if you are unable to attend all or any part of the course and the reasons for such absence. If your attendance and / or punctuality is not, in our reasonable discretion, of a satisfactory standard (regardless of the reason for any absence), we will provide written notice to you that continued failure to attend the course may result in your dismissal from the course. If, following such notice, your attendance on the course continues to be unsatisfactory in our reasonable discretion, we reserve the right to dismiss you with immediate effect at any time from the course and terminate our agreement.
- 3.6. **For Further Education students only**, if you do not notify us on or before the day of your absence that you are unable to attend the course on that day, we may send you an SMS text message or call you and, if you are under 18 years old, we may notify your parent(s) or legal guardian. If you are absent for a second day and have not notified us, we may contact you again. If your absence continues for more than 2 working weeks and you still do not notify us of satisfactory reasons for your absence and you continue to be absent from the course, we will send you a letter reminding you of your need to attend classes and advising you of support that may be available. If you are under 18 this will be sent to your carer or parent. If, following such notices, you remain absent from the course and have not notified us of the reason, we reserve the right to dismiss you with immediate effect from the course and terminate our agreement.
- 3.7. Please note that in the event of termination for non-attendance or disciplinary action, we may in our absolute discretion:

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- 3.7.1. notify any relevant authority (e.g. NHS, Local Council, your bank, Benefits Agency, Jobcentre Plus or HM Revenue and Customs) that you are no longer a student;
- 3.7.2. if you are under 18 years old, notify your parent(s) or legal guardian that you are no longer a student; and / or
- 3.7.3. notify your Sponsor (if applicable) that you are no longer a student.

### **4. Our Rights and Obligations**

- 4.1. We shall provide an education service with reasonable skill and care.
- 4.2. We have the right to revise and amend these Terms from time to time and will give you prior notice of any changes to our Terms.
- 4.3. Course start and end dates are not expected to change. However, we reserve the right to change course dates, cancel courses, change tutors and locations from the published timetables for reasons such as non-availability of venues, insufficient take-up of the relevant course, and sickness or other absence of tutors. We will give as much notice and explanation of any such change as is reasonably possible.
- 4.4. In the unlikely event of the course being cancelled by ESC, the agreement will be terminated and all course fees refunded in full (or an appropriate refund if part of the course was completed at the time of the cancellation).

### **5. For international students only: Visa Compliance**

- 5.1. You must provide us with satisfactory evidence that you meet the current English language requirement specified by us (which may be prescribed by the British government or any other relevant regulatory, professional or academic body) in order to complete your course. Even if you have provided such evidence, we may terminate this agreement if we consider in our discretion that you do not meet the relevant English language requirement.
- 5.2. You must apply to us for a CAS by completing the Acceptance of offer form (contained in the offer letter) and must provide us with any documentation we may reasonably request, including the documentation listed at clause 5.10.
- 5.3. You confirm that you enter into our agreement for the purposes of undertaking and completing your course and not for any other purpose, including without limitation to seek employment or healthcare during the period of the course.
- 5.4. If you meet the relevant criteria, we will assign you a CAS to enable you to apply for UK entry clearance / leave to remain as a student. For the avoidance of doubt, the Home Office grants such applications in its sole discretion and we do not accept any responsibility for the success or failure of any student visa application.
- 5.5. You must adhere to all rules, regulations and requirements as stipulated by Home Office and by us regarding student visas. Home Office rules, regulations and requirements are available to read at <http://www.ukba.homeoffice.gov.uk>.

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- 5.6. You must provide us with a copy of your student visa on Enrolment and inform us immediately if there is any delay in receiving your student visa.
- 5.7. You will inform us immediately if your visa application is refused and send us a copy of the visa refusal letter. In the event that you do not wish to re-apply for a student visa, our agreement will terminate immediately upon written notice from us and we will refund the deposit and Fees paid to us subject to clause 7.3.
- 5.8. You confirm that in the event of termination of this agreement for any reason, you will not proceed with any visa application on the basis of your original application to us. We will cancel any CAS (if not used) or, in the event that this is not possible, we will notify the Home Office that we are withdrawing sponsorship and your visa will be curtailed accordingly.
- 5.9. You must complete your course within the timeframe specified in your CAS, failing which we may dismiss you from the course and terminate our agreement immediately on written notice. If you are unable to complete the course due to illness or for any other reason, we will try to accommodate you on a later course. In the event of such deferral, we may need to withdraw our sponsorship (to comply with our Home Office requirements), and require you to reapply for your course from your home country.
- 5.10. You agree to provide us with the following information:
  - 5.10.1. residence permit (if applicable) on request, to enable us to take a photocopy/electronic copy of the relevant page;
  - 5.10.2. any original documents relied on in support of your application, on request;
  - 5.10.3. history of any previous study undertaken in the UK including details of progress and attendance;
  - 5.10.4. a copy of your most recent bank statement;
  - 5.10.5. your up-to-date contact details at all times, including your UK residential address, telephone number (landline and mobile) and contact details of your next of kin;
  - 5.10.6. prior notification of any intended absence from your course for any period together with the reason for such absence and any supporting evidence described in clause 3.5.;
  - 5.10.7. prior notification of any intended withdrawal from your course, with supporting evidence of re-enrolment with a different Sponsor, change of immigration category or re-entry into your home country, to be provided as soon as it becomes available;
  - 5.10.8. prior notification of commencing any paid employment; and
  - 5.10.9. any other information or change in circumstances which could affect your immigration and visa status.

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- 5.11. We are required to provide certain information about you to the Home Office if you do not comply with Home Office rules, for example where:
- 5.11.1. you fail to report to ESC at Enrolment; or
  - 5.11.2. your overall attendance is not deemed acceptable to the Home Office; or
  - 5.11.3. there is in our reasonable discretion a lack of progress in completing your course; or
  - 5.11.4. you successfully complete your course in a shorter period than originally planned; or
  - 5.11.5. you cancel or we dismiss you from the course for any reason; or
  - 5.11.6. you fail to keep us informed of your residential address; or
  - 5.11.7. for any other reason at the Home Office's reasonable request.
- 5.12. If you or we cancel our agreement we will cancel any CAS (if not used) or, in the event that this is not possible, we will notify the Home Office that we are withdrawing sponsorship and your visa will be curtailed accordingly.
- 5.13. If you comply with these Terms and with the Home Office regulations, we will issue a CAS for your visa application for entry clearance / further leave to remain. You must ensure that your personal details on your offer letter, acceptance of offer form, application form and in your CAS request form are correct, as these will be replicated on your CAS and errors can cause delays or refusals of visas. You agree to send us a postal receipt as a confirmation of submission of your visa application form and keep us updated on the progress of your application. After you have submitted your visa application form, Home Office will issue a biometric appointment letter and in turn a biometric ID card, which you should receive by post. You must bring all documents you receive from the Home Office, including the above-mentioned documents, to us:
- 5.13.1. if you are a new student at any time before Enrolment; or
  - 5.13.2. if you are continuing student on receipt.
- Failure to do so may result in us dismissing you from your course and terminating our agreement. We are not responsible for any delays or refusals of visas caused by errors in your offer letter, acceptance of offer form, application form and/ or your CAS request form.
- 5.14. We reserve the right to dismiss and / or withdraw visa support from you, and terminate our agreement immediately on written notice at any time for non-payment of Fees or any Additional Costs, failure to meet the ongoing attendance requirements, late commencement of study and / or late enrolment, any other failure (past or present) to meet visa regulations and / or Home Office requirements and / or failure to demonstrate (in our opinion) satisfactory academic progression. We will, where appropriate, give you reasonable warning.

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5.15. We reserve the right to inform the appropriate authorities (including the Home Office) where you have been removed from study with us for any of the reasons described in clause 5.14., are failing to meet ongoing attendance requirements, are failing (in our opinion) to make satisfactory academic progress or where you have committed any breach of your requirements.

5.16. Before you complete your course, you must:

- 5.16.1. inform us in writing as to whether you are leaving the UK (either to return to your home country or otherwise) or remaining in the UK and, if so, on what basis (for example, as a student undertaking a further course of study); and
- 5.16.2. provide us with supporting documentation as evidence of your plans (for example, a copy of your return air flight ticket or an enrolment offer).

## **6. Cancellation Rights, Course Transfers and Termination of Enrolment**

6.1. If you submitted your application form by fax, post or email (but not when you submit it in person) then a fourteen (14) day cancellation right will apply. Unless we have already commenced the provision of the education services to you, you are entitled to cancel our agreement within fourteen days from the Deadline Date.

If you decide to cancel our agreement, you must notify us within this fourteen-day period by post, fax or email at the contact details provided on our website. If you cancel in accordance with this clause 6.1. we will, provided you comply where applicable with clause 7.6. and bear all the costs of doing so, refund within 30 days of receiving such notice any Fees already paid by you (or by your Sponsor).

6.2. **For international students only**, we may grant course transfers in our absolute discretion provided at all times you apply in writing no later than three weeks before the start of your course date and that the new course meets the Home Office requirements including (without limitation) the progression requirement. We will report all course transfers to the Home Office. If your visa does not cover the period required to complete the new course, you will need to apply for a new visa for further leave to remain. We may, in our absolute discretion, issue a further CAS to enable you to make your "leave to remain" application. If your new course is shorter than the course for which you were issued a visa, you must advise the Home Office of this by e-mail immediately. The e-mail address for this purpose is: [migrantreporting@ukba.gsi.gov.uk](mailto:migrantreporting@ukba.gsi.gov.uk)

6.3. **For international students only**, if you wish to defer your course after you arrive in the UK, you must inform us immediately. A deferral may result in us cancelling your CAS, in which case you will need to reapply to us in accordance with clause 1. prior to your deferred course start date. If you comply with these Terms and the Home Office regulations, we will issue you a further CAS. If you are in the UK when your CAS is cancelled, you may have to leave the UK.

6.4. **For international students only**, if your visa expires before you complete your course and you need to apply for a new visa for further leave to remain to complete your studies, ESC will assign you a CAS to enable you to do so, provided that:

- 6.4.1. in the reasonable opinion of ESC, you are making satisfactory progress in your studies;

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- 6.4.2. you have complied with all rules, regulations, and requirements as stipulated by the Home Office and by us regarding student visas;
  - 6.4.3. you are not a debtor to ESC; and
  - 6.4.4. we have no grounds to believe that your visa application could be refused.
- 6.5. **For international students only**, if your application for a visa is refused, ESC reserves the right not to issue a second CAS.
- 6.6. The College may terminate your enrolment for the following reasons:
- 6.6.1. Failure to pay fees
  - 6.6.2. Exclusion through the disciplinary process for failure to comply with College rules, regulations and policies
  - 6.6.3. Failure to disclose information that impacts on the College's ability to provide a safe learning environment.
  - 6.6.4. Withdrawal through the Fit to Study Policy following concerns about an Individual's health and well-being.

In the event of a, b or c the College will not make any form of refund of expenditure to date and may, at its discretion, recover any expenditure for materials, equipment or other costs incurred that have been spent in good faith.

### 7. Refund Policy

- 7.1. We will refund any Fees and any deposit (less any reasonable administration costs) paid by you (or your Sponsor) if we do not accept you on the Course.
- 7.2. Subject to clause 7.3 below, if you or we terminate our agreement for any reason and if we are able to accept another student onto the course in your place, we will refund your Fees in full. We may not be able to accept another student on the course (for example, where the course has started before or shortly after you withdraw).
- 7.3. We may retain from the Fees paid to us all costs reasonably incurred and losses suffered as a result of such cancellation or termination, including without limitation administration costs, any payment by us to agents and other third parties for assisting in your recruitment, your tuition and assessment costs up to the date of such cancellation or termination.
- 7.4. Except as provided in clauses 4.4., 5.7., 6.1, 7.1 or 7.2 you will not be eligible for a refund, discount or credit and you will be responsible for your outstanding Fees for the remainder of the academic year if you fail to complete your course.
- 7.5. Additional Costs payable during the course of this Agreement are non-refundable.
- 7.6. **For international students only**, in order to claim a refund of Fees you must return to us your CAS and (if applicable) proof of rejection of student visa (letter issued by Home Office, the British Embassy / High Commission confirming the refusal of visa / entry).

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### **8. Information Sharing and Data Protection**

- 8.1. We collect and process your personal data in order to make admission decisions, to provide education, to provide information to you and for administration, health, safety, welfare and security reasons as well as to comply with our legal obligations to the Home Office. Except as stated in clause 3.7 and 5.8 we will not without your written permission transmit your personal data outside the EEA.
- 8.2. Some of your personal data processed by us, because of its nature, be "sensitive" within the meaning of the Data Protection Act 1988.
- 8.3. By signing the application form:
  - 8.3.1. you consent to us processing and transferring your personal and sensitive personal data for the purposes listed in clause 8.1. above; and
  - 8.3.2. you agree that we may obtain information or references in relation to your previous academic performance conduct from any other academic body and / or local authority and / or professional body in order to assess your performance or suitability for the course you wish to study. You are able to opt out of this by notifying the relevant professional body. However, in this instance we may not be able to offer a place as we are unable to assess your suitability for a place on the course. However, International Students must not opt out as access to this information is a condition of our visa support.
  - 8.3.3. you agree that if you are under 18 at the commencement of your course, or are aged under 25 and have an EHCP, you consent to the College sharing information about your progress, attendance, achievement with your primary carer(s), parent(s) or guardian (s) as appropriate unless you have advised us in writing that you live independently and do not want this information shared with a third party.

### **9. Liability**

- 9.1. The total liability of either party under our agreement shall not exceed the Fees payable for your course or (if we are liable) any insurance cover we may have, whichever shall be the higher.
- 9.2. You will be liable to pay for any damage you cause to our premises or property or to any accommodation that may be arranged by us.
- 9.3. This clause does not exclude or limit in any way:
  - 9.3.1. either party's liability for death or personal injury caused by its negligence; or
  - 9.3.2. either party's liability for fraud or fraudulent misrepresentation; or
  - 9.3.3. any liability we may have which cannot be excluded or limited under laws relating to discrimination, occupier's liability or health and safety etc.

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### **10. Events Outside Our Control**

- 10.1. We will not be liable or responsible for any failure to perform, or delay in performing, any of our obligations under these Terms that is caused by an event outside our reasonable control, including changes in applicable laws, actions or delays by any government authority, or refusals by any such authority to grant any necessary licence ("Force Majeure Event").
- 10.2. Our obligations under these Terms will be suspended for the period that the Force Majeure Event continues, and the time to perform these obligations shall be extended for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

### **11. Intellectual Property**

- 11.1. The copyright, design right and all other intellectual property rights in any course materials and other documents or items that we prepare or produce in connection with your course will belong to us, or our licensors, absolutely.
- 11.2. You may not use the materials, documents or other items detailed in clause 11.1. for any commercial purpose.

### **12. General**

- 12.1. If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, such term will, to that extent only, be severed from the remaining Terms, which will continue to be valid to the fullest extent permitted by law.
- 12.2. If we fail, at any time while this agreement is in force, to insist that you perform any of your obligations under this agreement, or if we do not exercise any of our rights or remedies under this agreement, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.
- 12.3. A person who is not party to this agreement (including without limitation any party that is responsible in whole or part for your Fees) shall not have any rights under or in connection with it.
- 12.4. This agreement shall be governed by English law and you and we agree to the exclusive jurisdiction of the English courts.