



An Affiliate College of



University of Bedfordshire International College UBIC-PD1: Terms and Conditions of Enrolment

These terms and conditions for students (the "**Terms**") form part of any agreement between you and Bedfordshire International College Limited trading as University of Bedfordshire International College ("UBIC", "we", "us", or "our") under which we agree to enrol you as a student on one of our Courses and provide you with our tuition and ancillary services.

These Terms set out your rights and obligations, as well as our obligations and the limitations of our liability to you under any agreement between you and us. Therefore, it is very important that you read and understand these Terms before you accept an offer of a place on a course at UBIC.

If you do not understand any part of these Terms, please contact our Admissions team at hipadmissions@holmeseducation.group before accepting an offer.

The definitions set out below apply in these Terms:

"Business Day" means any day, other than a Saturday, Sunday or public holiday in England; **"Course"** means the course as detailed in the Offer Pack;

"International Student" means a student who requires a student visa to study in the United Kingdom.

"Offer Pack" means the offer pack provided to you if your application is successful, containing an offer of admission to your selected course, the additional terms and any conditions that attach to such offer, the acceptance of offer form and conditions of acceptance, and a copy of these Terms.

"Tuition Fees" has the meaning set out in term 3.1.1;

"UoB" means University of Bedfordshire;

"UBIC" means University of Bedfordshire International College, company number 11920970 with its registered office at 24 Great Chapel Street, London, United Kingdom, W1F 8FS.

Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular.

Term headings do not affect the interpretation of these Terms.

Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1. Introduction

- 1.1 UoB is an embedded, affiliate college of UoB with company number 11920970 and its registered office at 24 Great Chapel Street London, W1F 8FS.
- 1.2 All students enrolling at UoB will be simultaneously enrolled on both UoB's and UoB's student management systems.
- 1.3 These Terms and the following documents together form the whole agreement between us ("**our Agreement**"):
 - 1.3.1 All documentation contained in the Offer Pack.
 - 1.3.2 UoB's terms and conditions.
 - 1.3.3 UoB's policies and regulations.
 - 1.3.4 UoB's policies and regulations.
- 1.4 Our Agreement is formed when you accept an offer of a place on a Course at UoB. Therefore please check that you have read and understood each of the documents listed in term 1.3, above, and these Terms, before accepting such an offer.
- 1.5 If there is any inconsistency between these Terms and UoB's terms and conditions or UoB's policies and regulations, the terms and conditions in these Terms shall prevail.
- 1.6 During your time studying at UoB, you may stay in accommodation provided by UoB or another third-party accommodation provider, which will be subject to separate terms and conditions between you and the accommodation provider.
- 1.7 We may revise and amend these Terms from time to time and will use our best endeavours to provide you with prior notice of any changes to our Terms.

2. Acceptance and Enrolment

- 2.1 You can accept an offer of a place on a Course at UoB by following the steps set out in the Offer Pack. Provided you have complied with the steps set out in the Offer Pack, our Agreement will be formed when you send the signed offer of acceptance form to us, by the method described in the Offer Pack.
- 2.2 Subject to terms 2.3 and 2.4 (where applicable), on acceptance of our offer and compliance with any conditions set out in the Offer Pack, you will be entitled to enrol as a student of UoB and UoB for the academic year set out in the Offer Pack.
- 2.3 You may not be permitted to enrol with UoB (and therefore UoB) if:

- 2.3.1 you have not paid the Tuition Fees or, where applicable, provided information regarding payment of the Tuition Fees as required;
- 2.3.2 where applicable, you have not complied with the financial conditions set out in term 4.1, below;
- 2.3.3 you do not have the correct visa documentation (International Students only);
- 2.3.4 you have provided incorrect, misleading, untrue or fraudulent information or you have withheld any information that might be relevant to your application for a place on a Course; and/or
- 2.3.5 you fail to provide us with any documentation, or any other information, reasonably requested by us in the Offer Pack or otherwise, by the date specified by us.

In such circumstances we may either (i) suspend you, or (ii) withdraw you from the Course and terminate our Agreement.

- 2.4 You must enrol as a student of UoB for each subsequent academic year during your Course in accordance with the instructions provided to you by UoB. You will be entitled to enrol with UoB provided that you:

- 2.4.1 have paid the Tuition Fees (for the relevant academic year);
- 2.4.2 have not been withdrawn from the Course;
- 2.4.3 are not suspended at the relevant time; and
- 2.4.4 you have met the relevant progression requirements for the previous years of your Course, as described in the Offer Pack.

- 2.5 We do not normally permit students to defer their enrolment. However, under exceptional circumstances UBIC's College Board of Study may, in its discretion, grant a deferral of up to one academic year. If you are seeking to defer your enrolment please note that you will not be entitled to a refund of any payments already paid to us (including any Tuition Fees, accommodation deposit and any other charges) on the sole basis of such deferral. In such instances where a deferral is approved, all advance payments received by UBIC will be held and rolled forward towards the fees for the subsequent academic year(s). We will notify you [before you confirm the deferral] if the fees for the subsequent academic year are likely to increase, and by how much.

3. Payment of Tuition Fees and Additional Fees

- 3.1 The Offer Pack contains:

- 3.1.1 details of the tuition fees ("**Tuition Fees**"), and the tuition fee deposit, payable by you for the Course; and
 - 3.1.2 where applicable, details of the deposit payable by you for accommodation.
- 3.2 You shall pay the Tuition Fees, and the required deposit (which shall include the tuition fee deposit) in cleared funds by the date specified by us (either in the Offer Pack or as otherwise specified by us to you in writing) and by any method of payment set out in the Offer Pack.
- 3.3 All Tuition Fees are payable in advance of the relevant academic year and any accommodation fee deposits payable are taken as part payment towards the Tuition Fees, as the case maybe.
- 3.4 In addition to the Tuition Fees, you may be required to pay additional costs relating to your Course ("**Additional Costs**") which you agree to pay to UBIC, UoB or any relevant third party, as instructed. Additional Costs may include:
 - 3.4.1 administration charges for any late or dishonoured payments;
 - 3.4.2 fees for late enrolment;
 - 3.4.3 bank charges (including for international transfers and currency conversion);
 - 3.4.4 accommodation fees;
 - 3.4.5 student membership fees;
 - 3.4.6 assessment re-sit administration fee of £200;
 - 3.4.7 examination re-sit fee of £200;
 - 3.4.8 fees to re-take a module (approximately 25% of the semester's tuition fee);
 - 3.4.9 fees for additional, non-timetabled tuition hours provided by UBIC to support any assessment re-takes (fees will vary depending on the Course and individual student needs, but are typically charged at £50-100 per hour);
 - 3.4.10 printing costs;
 - 3.4.11 the cost of a laptop or portable computer (approximately £250);
 - 3.4.12 field trips (if applicable); and

3.4.13 prescribed textbooks and learning materials (up to £30 per module)

3.5 Additional Costs are payable by you as and when requested by us or by a third party (as the case may be).

3.6 Any fees payable to us under our Agreement or otherwise in connection with your Course are payable in pounds sterling and must be paid by any of the following methods:

3.6.1 telegraphic transfer to (bank details are set out in the Offer Pack);

3.6.2 UK bank debit card;

3.6.3 non-UK bank debit card;

3.6.4 credit card;

3.6.5 Flywire.

3.7 You must ensure that your name and your unique UBIC student ID is used to reference any payments and you must promptly notify us by email at hipadmissions@holmeseducation.group when payment is made, attaching proof of your payment.

3.8 If a financial sponsor is paying your Tuition Fees on your behalf, you must ensure the sponsor is made aware of these Terms before you accept an offer. You are responsible for payment of the Tuition Fees even if you arrange for a financial sponsor to pay these on your behalf.

3.9 If you are paying the Tuition Fees yourself and you fail to pay all or any part of them for any reason, we reserve the right (provided the unpaid amount is more than trivial and relates to the tuition fees and not accommodation costs or other non-academic costs) to take one or more of the following actions:

3.9.1 suspend or withdraw you from your Course;

3.9.2 withhold your results and not permit you to graduate;

3.9.3 withhold any documentation required for a visa extension;

3.9.4 take legal action against you to recover the Tuition Fees payable to us, plus our reasonable expenses for the costs of taking such an action; and/or

- 3.9.5 terminate our Agreement immediately on written notice and, where applicable, refund any Tuition Fees already paid to us in accordance with our refund policy.

Prior to taking any action listed in this term 3.9, we will try to contact you to request payment and discuss how the issue may be resolved.

- 3.10 Any re-take fees payable by you to re-take a module on your Course are payable prior to the commencement of the semester in which the module is to be taken.

- 3.11 The normal minimum study load for any semester is 100% (usually 3-5 modules) and any reduction from this must be approved by the College Board of Study at UBIC. Where we have concerns about a student's progress or ability to complete the relevant Course in the normal timeframe, we may reduce the study load for such student to less than 100% in the next semester, and extend the total study period by one [or more] semester[s] to enable the student to complete all the modules for the relevant Course. In this instance, the student will pay the same overall Tuition Fees for the Course but these fees will be spread across the extended study period. The student will be required to pay the applicable module fee for each module studied in the relevant semester. The student will incur additional accommodation fees for such extended study period.

- 3.12 Unless otherwise advised, students are permitted to arrive in the UK up to two weeks after the start of teaching. However, where a student arrives after the first day of teaching in the UK but by no later than the Sunday of the first week of teaching, then they will be charged a late enrolment fee of £350. Where a student arrives in the UK one week after the start of teaching, but by no later than the Sunday of the second week of teaching, then they will be charged a further and additional late enrolment fee of £350. Students must clear this (these) late enrolment fee(s) prior to their enrolment. Should a student not clear this (these) fee(s), then they will not be permitted to enrol in their course. Should a student not be permitted to enrol in their course due to the non-payment of this (these) fee(s), the student will have a 100% liability for the entire cost of their course. This (these) late enrolment fee(s), amongst other things, cover the cost make up tutorials that students are required should they be late to arrive in the UK for any reason.

- 3.13 Payments will not be valid where:

3.13.1 the payee is not authorised to use the payment method used; or

3.13.2 the payment does not reach the nominated UBIC bank account.

Where a card provider declines or refuses a payment or where incorrect details have been provided by the payee and a payment does not reach the nominated UBIC bank account, UBIC is not obliged to notify the payee and accepts no liability for any losses.

- 3.14 The Tuition Fees stated are correct at the time of publication. You acknowledge that the Tuition Fees payable after the first year may be subject to an annual increase. Such increases may include without limitation, increases in the Consumer Price Index; 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, which shall include accommodation fees, and which are subject to separate terms and conditions.

4. Financial Conditions: Application/Enrolment Stage

- 4.1 If you are an International Student, you must demonstrate to UBIC that you have acceptable and sufficient sources of funding for the duration of your course.

This information is also attached to the acceptance of offer form, contained in the Offer Pack and provisional CAS statement.

- 4.2 You will only be permitted to enrol on your Course if all required advance payments, including the Tuition Fees for the applicable academic year, have been paid in full (or, in the case of sponsored students, written confirmation of sponsorship has been provided) by the date specified by us, or if no date has been specified by us, by the date of enrolment (and we have received proof that such payment has been made).

- 4.3 Where you have applied for a tuition fee loan from Student Finance England, you must provide us with a valid entitlement letter from Student Finance England, before the date of enrolment. If you are not in receipt of the entitlement letter prior to the date of enrolment, you may enrol but you do so at your own risk as you will be liable to pay all the Tuition Fees if your application for a tuition fee loan proves unsuccessful.

- 4.4 Upon completing the enrolment process at UBIC, you will be responsible for renewing your applications with Student Finance England for each subsequent academic year of study whilst on your Course and for producing a valid entitlement letter from Student Finance England prior to the start each subsequent re-enrolment.

- 4.5 You acknowledge that if you are sponsored by Student Finance England and you withdraw from your Course, you may still be liable to Student Finance England for either partial or full fees depending on when you withdraw. Furthermore, you may be held liable for any difference between the Student Finance England payment liability and any additional Tuition Fee liabilities, as described in term 9.1, below.

5. Cancellation

- 5.1 You may cancel your enrolment at any time prior to your enrolment date, however, should you cancel your enrolment, you will be subject to a £200 administration fee.

- 5.2 If you cancel your enrolment at any time after the enrolment period, you are subject to the liability for your tuition fees provided for in clause 10.

6. Your Obligations

- 6.1 You agree to:

- 6.1.1 subject to terms 2.3 and 2.4 above, enrol for each academic year of your Course by 9.00 am on the Monday of teaching week 1 (the dates of which will be notified to you by us).

Exceptions to this may only be permitted at the discretion of UBIC, must be confirmed in writing by us and may be subject to a late enrolment fee.

- 6.1.2 attend lectures, seminars and tutorials, submit assignments and undertake examinations unless agreed otherwise with us because of extenuating circumstances;

- 6.1.3 at all times throughout your Course, comply with:

(i) these Terms, and any other document mentioned in these Terms.

(ii) our Student Code of Conduct

(iii) any applicable rules, regulations and/or policies related to your Course and notified to you

(iv) all reasonable requests of our teaching and support staff; and

(v) all requirements imposed by law or regulation;

- 6.1.4 behave appropriately at all times and in such manner so as not to:

(i) cause a nuisance, injury or damage to other persons (in particular other students, our employees, authorised contractors, agents and any other visitors);

(ii) intentionally or recklessly misuse or interfere with equipment or facilities provided to you by us or UoB;

(iii) impede or prevent the provision of any course of study offered by us or UoB;

(iv) cause damage to our reputation;

- 6.1.5 disclose details of any criminal conviction received during your time on the Course that, had it existed at the time of your application or first enrolment, would have meant you were not permitted to enrol on the Course.

- 6.1.6 keep your contact details provided to us and UoB up to date and inform us and UoB promptly of any changes to them.

6.1.7 ensure that you have a working laptop computer for the duration of your course.

6.1.8 live within a 60-minute commute of the UBC campus.

6.2 If you fail to comply with your obligations under term 6.1, we may at our discretion:

6.2.1 notify you of such failure and where appropriate arrange a meeting with you to attempt to resolve the situation; and/or

6.2.2 if your breach is serious or persistent, immediately on written notice, withdraw you from your Course and terminate our Agreement.

7. Our Rights and Obligations

7.1 We shall provide our tuition services with reasonable skill and care.

7.2 Course start and end dates are not expected to change. However, subject to term 7.3 below, we may need to change Course dates, cancel Courses or modules, and 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 and, where possible, we will try to offer an alternative academic programme, venue or tutor (visa regulations permitting, where applicable).

7.3 If any change we make pursuant to term 7.2 above materially affects you, to your detriment, you may withdraw from the Course and terminate our Agreement immediately by written notice and we will reimburse you for any reasonable costs incurred by you in relation to the Course, such as visa fees and travel costs directly relating to the Course, and:

7.3.1 if you withdraw prior to the Course start date, we will provide a full refund of the Tuition Fees (and any deposits and any other Additional Fees) paid to us; or

7.3.2 if you withdraw on or after the Course start date, we will provide you with an appropriate refund taking into consideration the proportion of the Course completed (and accommodation received) at the time of termination of our Agreement.

7.4 If you have a complaint relating to any academic or non-academic aspect of the Course, please refer to our Complaints and Grievance Procedures. We shall comply with any and all of our obligations set out in the Complaints and Grievances Procedures.

8. Changes to the programme

- 8.1 We will endeavour to ensure that the information provided to you on programmes offered is as accurate and up-to-date as possible. We will consider changes to programmes very carefully, and we hope to minimise any changes.
- 8.2 We undertake forward planning and, ordinarily, where a decision is taken to cease providing a course or module, or to withdraw from provision at a particular location, registered students currently on course will be taught to the conclusion of their studies and/or consulted on the change.
- 8.3 If changes are required, we will make every effort to minimise any disruption to your academic experience.
- 8.4 We reserve the right to make changes to a programme at any time if the changes are required /made for one or more of the following reasons:
- a) Unplanned absences of key members of academic staff;
 - b) To make updates to programmes to reflect best practice or new academic developments and to refresh programme curricula to ensure their currency for the benefit of students;
 - c) To improve and enhance students' experience of a programme, or to incorporate changes arising from student feedback for the benefit of students;
 - d) alter the approach to methods of delivery of programmes such as the timetable, location, number of classes and methods and timings of assessments;
 - e) To meet external, professional or accrediting body requirements; and/or
 - f) To safeguard academic standards, for example, in response to external examiner feedback.
- 8.5 We consider significant changes to a programme to include:
- a) A change to the award title;
 - b) A change to the accreditation arrangements;
 - c) Significant changes to the content of your programme such as adding or removing a mandatory module;
 - d) Changes to the method of delivery or method of assessment of your programme such that the overall learning outcomes of your programme are fundamentally different;
 - e) Significant changes to the location at which your programme is taught.
- 8.6 In the unlikely event that we (i) discontinue or do not provide your programme of study; or (ii) significantly changes the content of your programme, or (ii) significantly change the location at which your programme is taught, and any such change may adversely affect you:
- a) we will notify you at the earliest possible opportunity;
 - b) if you request us to do so, we will seek to offer you a suitable replacement programme with us University for which you are qualified or if we are unable to offer you a suitable replacement programme, then we shall seek to refer you to a comparable higher education institution offering a suitable replacement programme;
 - c) if you do not wish to accept our offer of a replacement programme or we are unable to offer a replacement programme, you will be entitled to withdraw your application by notifying the us in writing;
 - d) in the event that you choose to withdraw, we will may make an appropriate refund of tuition fees and deposits paid, at our sole discretion.

- 8.7 If during the application stage we consider that a significant change is required to a programme as set out in the prospectus, we will highlight that change made to the programme when we make you an offer. If you accept the offer to study, we will treat this as your agreement to the change to the programme.

After accepting your offer

- 8.8 If after accepting an offer we consider that a significant change is required to a programme as set out in the prospectus and any such change may adversely affect you:

- a) we will notify you at the earliest possible opportunity;
- b) if you request us to do so, we will seek to offer you a suitable replacement programme with us for which you are qualified or if we are unable to offer you a suitable replacement programme at we shall seek to refer you to a comparable higher education institution offering a suitable replacement programme;
- c) if you do not wish to accept our offer of a replacement programme or we are unable to offer a replacement programme, you will be entitled to withdraw your application by notifying the us in writing;
- d) in the event that you choose to withdraw, we may make an appropriate refund of tuition fees and deposits paid, at our sole discretion.

After commencing your course

- 8.9 Proposed significant changes to programmes:

- a) would be subject to consultation with you in advance about proposed changes to programmes, and any changes will be communicated to students so that they are aware of any implications affecting their study;
- b) would by implication be considered by the you and us to be a variation to the contract in place with you.
- c) would be agreed by consent by you on the basis of you continuing to be enrolled in your studies.

- 8.10 Most changes to programmes will become effective from the start of the next Academic Year, but in-year changes may be made by us or by the university for reasons beyond our control (including but not limited to the reasons set out in clause 14).

- 8.11 If you do not consent to a change we will arrange to discuss the matter with you formally within a reasonable period and seek to find a resolution to which both parties can agree.

- 8.12 If no resolution can be agreed upon within a reasonable period, you have a right to withdraw from your programme. In this situation:

- a) if you are yet to start your course, you must notify us prior to the start date of your course so that your place may be offered to another applicant;

- b) on request, we will use our reasonable endeavours to provide a suitable alternative programme with us (for which Tuition Fees will be payable) or suggest a suitable programme at an alternative educational institution; and
- c) If you will not be studying further with us, we will refund any Tuition Fees as appropriate, at our sole discretion.

8.13 If you do not agree that the change is fair, you may wish to seek redress under the Student Complaints Procedure.

9. Withdrawal and Termination

9.1 Withdrawal by you

You may withdraw from the Course and terminate our Agreement at any time by giving notice in writing to hipadmissions@holmeseducation.group. Withdrawal from the Course and termination of our Agreement will take effect from receipt of your written notice.

9.2 Withdrawal by us:

We may withdraw you from the Course and terminate our Agreement immediately by notice in writing if:

- 9.2.1 you fail to meet any conditions of the offer made to you;
- 9.2.2 you have provided incorrect, misleading, untrue or fraudulent information or you have withheld any information that might be relevant to your application for a place on a Course, or at any other time;
- 9.2.3 you do not pay the Tuition Fees;
- 9.2.4 you do not complete your enrolment with UBIC, or UoB, at the beginning of each academic year of your Course;
- 9.2.5 you fail to maintain the minimum expected level of attendance on your stage of study at UBIC and do not have approved mitigating circumstances;
- 9.2.6 we or UoB decide that you may not continue as a student of UBIC or UoB (as applicable) due to a breach of the Student Code of Conduct;
- 9.2.7 you fail to meet the progression requirements (set out in the Offer Pack) or course documentation;
- 9.2.8 your behaviour represents a serious risk to the safety, health and/or welfare of yourself or others;

- 9.2.9 you commit a material breach of the terms of our Agreement, where such breach is irremediable or (if such breach is remediable) you fail to remedy that breach within a period of 30 days after being notified in writing to do so.

10. Fee liability and Refunds

- 10.1 If you withdraw from the Course, you will be liable for the Tuition Fees for that academic year as follows:

10.1.1 Tuition Fee liability 0%:

Where you withdraw from the Course prior to enrolment no Tuition Fees are due (except an administration charge of £200) and, in such cases, neither you nor Student Finance England (where applicable) will be charged.

10.1.2 Tuition Fee liability 100%:

Where you withdraw from the Course or we withdraw you from your course at any time after enrolment you are liable for the full tuition fees for your Course for the stage of study that you are on.

Any refund request for fees after the enrolment of your Course is finalized will only be approved by the provider in the most extraordinary circumstances and is payable to you at the sole and absolute discretion of the provider. Please note that where we withdraw your enrolment due to you providing us with incorrect, misleading, untrue, or fraudulent information or where you have withheld any information that might be relevant to your application for a place on a Course, or at any other time, you will be liable for the full tuition fees for your Course.

10.1.3 Visa Refusal liability

Where you receive a visa refusal, you will receive a full refund for your course, minus an administration charge of \$250. Where the reason for your visa refusal relates to you providing UKVI with fraudulent documents, you will not be entitled to any refund.

11 Refunds:

- 11.1 Where you withdraw from the Course, we will refund any Tuition Fees paid to us in excess of your liability set out in term above less the deductions set out below.
- 11.2 We will only refund payments to the person that made the original payment in the source country where the payment originated, in accordance with anti-money laundering rules.
- 11.3 Any accommodation booking deposit paid to UBIC may be transferred to the accommodation provider (with no administration fee charged to you), or may be held to your account against future Tuition Fees. This will also apply to accommodation provided by UoB, for which a holding deposit of £1,000 is payable at offer stage and prior to enrolment at UBIC.

12 Liability

- 12.1 UBIC accepts no responsibility for any miscommunication that may arise where you have provided incorrect or out-of-date contact details, or you have not kept your contact details up to date. It is your responsibility (or your or parent/guardian, if you are under 18 years of age) to provide and confirm when asked to do so, correct contact details, and keep those details up to date for communication purposes. UBIC reserves the right to correct any such details or omissions.
- 12.2 Nothing in our Agreement shall exclude or limit in any way our liability:
- 12.2.1 for death or personal injury caused by our negligence;
 - 12.2.2 for fraud or fraudulent misrepresentation; or
 - 12.2.3 which cannot be excluded or limited under laws relating to discrimination, occupier's liability or health and safety.
- 12.3 Subject to these terms, if we fail to comply with the terms of our Agreement:
- 12.3.1 our total liability for loss or damage you suffer as a foreseeable result of our failure to provide the Course, either at all or to a reasonable standard, shall not exceed the total Tuition Fees payable and any reasonable costs already incurred by you in relation to the Course, such as visa fees, accommodation costs and travel costs directly relating to the Course; and
 - 12.3.2 we shall not be liable for any loss or damage that is not foreseeable, or for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable. Loss or damage is foreseeable if it is obvious that it will happen or if, at the time the Agreement between us was made, both you and we knew it might happen.
- 12.4 If you are an International Student and UoB loses its ability to sponsor International Students (or has its sponsor license restricted or downgraded or its CAS allocation reduced, meaning we cannot provide our tuition services to you), UBIC'S liability to you shall be limited to refunding all Tuition Fees paid to us [for the academic year in which UoB loses its sponsor license] [and any reasonable costs already incurred by you in relation to the Course for that academic year, such as visa fees, accommodation costs and travel costs directly relating to the Course].

13. Information Sharing and Data Protection

Please refer to our Privacy Policy for details of how we use the information that we collect from you.

14. Events Outside Our Control

- 14.1 We will not be liable or responsible for any failure to perform, or delay in performing, any of our obligations under our Agreement that is caused by an event outside our reasonable control ("Event Outside Our Control"). An Event Outside Our Control includes but is not limited to a flood, fire, act of God, strikes, other industrial action, staff illness, severe weather, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic disease, or failure of public utilities or transport systems) changes in applicable laws, regulations, actions or delays by any government authority or refusals by any such authority to grant any necessary license.

- 14.2 Our obligations under these Terms will be suspended for the period that the Event Outside Our Control continues, and the time to perform these obligations shall be extended for the duration of that period. We will take reasonable steps to find a solution by which our obligations under our Agreement can be performed despite the Event Outside Our Control. If the period of delay or non-performance continues for four weeks, either you or we may terminate our Agreement immediately by giving written notice to the other party, without liability.

15 Intellectual Property

- 15.1 The copyright, design right and all other intellectual property rights in any Course materials and other documents or items that we prepare or provide in connection with any course taught by us or UoB will belong to us or UoB, or our licensors, absolutely.
- 15.2 You may not use the materials, documents or other items for commercial purposes.

16. Notices

- 16.1 Any notice or other communication given to a party under or in connection with our Agreement shall be in writing and shall be:
- 16.1.1 by hand;
- 16.1.2 by pre-paid first-class post or other next working day delivery service at the address mentioned below; or
- 16.1.3 sent by email to the email address specified below;

Postal Address:

UBIC

University of Bedfordshire
University Square
Luton, LU1 3JU
United Kingdom

Email address:

hipadmissions@holmeseducation.group

You: the correspondence address and/or email address provided in your application form (or any other address you notify to us in accordance with this term).

- 16.2 Any notice or communication shall be deemed to have been received:
- 16.2.1 if delivered by hand or sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or
- 16.2.2 if sent by email, at 9.00 am on the next Business Day after the time of transmission unless a notification of non-delivery is received by the sender.

16.3 This term does not apply to the service of any proceedings or other documents in any legal action.

17. General

- 17.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, such provision will, to that extent only, be severed from the remaining Terms, which will continue to be valid to the fullest extent permitted by law.
- 17.2 If we fail, at any time while our Agreement is in force, to insist that you perform any of your obligations under our Agreement, or if we do not exercise any of our rights or remedies under our 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.
- 17.3 A person who is not party to our Agreement (including without limitation any person who is responsible in whole or part for your Tuition Fees) shall not have any rights under or in connection with it.
- 17.4 No variation of our Agreement shall be effective unless it is in writing and signed by you and us.
- 17.5 Agreement shall be governed by English law and you and we agree to the exclusive jurisdiction of the English courts.

18. Acceptance and acknowledgement of terms:

You understand, accept, and acknowledge you have read and understood the above terms and agree to be bound by them in their entirety.