

Terms and conditions

Important

Students should ensure they read these terms and conditions very carefully before signing their application for enrolment.

These terms and conditions constitute the agreement between the parties concerned and shall supersede any promises, representations, warranties whether written or oral made by or on behalf of one party to the other. We reserve the right to vary these terms and conditions without your consent at any time prior to entering into a contract with you. In such circumstances, we will provide you with a revised set of terms and conditions. Nothing in these terms and conditions will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

All students agree to be bound by the regulations, policies and procedures of Newcastle University as amended from time to time. These can be found at www.newcastle.ac.uk and paper copies are available on request.

Any reference in these terms to liability of students shall also infer liability on the parents or guardian of the student and such liability is joint and several.

INTO Newcastle University LLP may assign, sub-contract in whole or in part some or all of the benefit and/or burden of this agreement without any approval from a student.

Application and confirmation payment

Students should complete their application and submit it to the INTO Newcastle University Admissions office, into@newcastle.ac.uk.

If the application is accepted, a written offer of a place will be issued. The applicant's acceptance of this offer must be accompanied by a deposit, as described in the offer letter, towards tuition fees in advance plus the Uniplan Insurance premium or proof of alternative cover. This is when your contract with us is formed. The balance of fees payable must be paid eight weeks prior to the course start date (as stated in the offer letter). All course dates are included in this brochure.

The deposit is only refundable in the event that a student is unable to meet visa entry requirements, subject to the receipt of an official visa rejection letter.

Cancellation

If visa entry requirements have been met, the following charges apply for courses cancelled before arrival in the UK.

English language courses

- 30 days or more before commencement: Uniplan Insurance premium is forfeited.
- 7-29 days or more before commencement: Uniplan Insurance premium plus four weeks accommodation fees are forfeited.
- Less than 7 days before commencement: Uniplan Insurance premium, four weeks accommodation fees, plus four weeks tuition fees are forfeited.

Academic programmes

- Eight weeks or more before commencement: cancellation fee of £500;
- Less than eight weeks before commencement: cancellation fee of £1000

Cancellations must be made in writing and will become valid on the day the written notice is received by INTO Newcastle University LLP. Cancellation of a course includes cancellation of Uniplan Insurance. Refunds will be made for the unexpired period of cover minus a £25 administration charge.

Tuition and accommodation fees

All fees are payable in full and in advance. The due date will be eight weeks before the commencement date of the course (as stated in the offer letter). All course dates are included in this brochure.

All payments should be made in full. If bank or credit card charges are incurred by INTO on such payments, where these charges have been incurred through no fault of INTO, these will be re-invoiced to students' accounts so that INTO receives the payment in full.

Any variation to standard payment terms must be by prior arrangement and agreed in writing.

In cases of overdue payment INTO reserves the right to suspend or cancel tuition and to charge interest on the outstanding balance. Interest will be charged at the rate of 2.5% above the base rate of Barclays Bank per month or part thereof.

Fees remain payable if a 'notice of withdrawal' has not been given in accordance with these conditions.

Notice of withdrawal

If a student wishes to withdraw they must notify INTO Newcastle University in writing as described above in the section 'Cancellation'. Once a student has arrived in the UK and commenced their course there is no refund of course fees.

Accommodation changes or cancellation

Halls of Residence. At least one full term's notice in writing must be given by any student wishing to cancel accommodation in Halls of Residence. Full charges will apply during the notice period.

Homestay accommodation. Four weeks' notice in writing must be given by any student wishing to change or cancel a homestay booking. Full accommodation charges will apply during the notice period.

Airport pick-up

Airport pick-ups will be booked for the passenger named on the application form only. Additional passengers will be charged additional fees. The first 60 minutes of waiting time is included in the fee as specified in this brochure. Additional fees may apply for waiting periods longer than 60 minutes. Fees will ONLY be refunded

for 'missed pick-ups' if the student informs INTO by telephoning the INTO emergency telephone number (as publicised in the pre-departure guide) that their transfer is a no show before they leave the arrival airport.

Accommodation type

On application students are invited to select their preferred accommodation and INTO agrees to use its reasonable endeavours to provide the accommodation as requested. If this is not available INTO reserves the right to provide an alternative type of accommodation and this will be charged at the published rate as set out on the Fees page within this brochure.

Accommodation will be confirmed when full payment of fees has been made.

Arrivals

Students must be at least 17 years of age on the published start date of the course (see note about minimum age on page 16 for Foundation and on page 30 for Diploma). Students must arrive at the Centre on the Saturday or Sunday before the course start date and register and enrol on the published start date.

Late arrivals

We expect all students to arrive and start their course on the scheduled start date. However, we recognise that students sometimes are delayed for unavoidable reasons. In exceptional cases, INTO Newcastle University will allow students to arrive up to 2 weeks after the published start date for academic programmes and up to one week late on English language courses. Please note that for some courses and some start dates we cannot allow late arrivals (e.g. Pre-Sessional 5 weeks course). All late arrivals must be approved by INTO Newcastle University. If in doubt, contact INTO Newcastle University directly. No fees will be refunded for late arrivals.

Attendance

Students are accepted onto the programme 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 the Programme Manager, they may be required to leave the course.

English language admissions criteria

Students are accepted in good faith onto both English language and academic programmes on the basis of the certification they provide to 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 English language proficiency is significantly lower than claimed and lower than that required for their designated programme, then the student will be formally advised of the results and of their options. In these cases, students will not be allowed to proceed with their original course, but will be advised as to the best alternatives. In some cases, an alternative study plan may involve additional time and expenditure with regard to tuition and accommodation fees.

Academic criteria (progression and programme completion)

Students are accepted onto the programme 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. During the Course Induction all students will be made aware of the criteria for successful completion of the course. The assessment of student performance will take into consideration:

- course work;
- internal centre examination results;
- attendance;
- effort in class and in homework.

Students who do not meet the attainment criteria for successful completion will not be allowed to proceed with their original course and plan of study. In such cases, students will be offered advice on suitable alternative study options which may include retaking modules, changing course or repeating a course. In some cases, an alternative study plan may involve additional time and expenditure with regard to tuition and accommodation fees.

Behaviour and welfare

By signing the application form, the student hereby consents that INTO may receive any relevant information from any Newcastle University school, service or centre concerning the student's behaviour and welfare.

English language and academic classes. For all English language courses, classes will normally be held Monday to Friday. Maximum class size is normally 16 students. Where appropriate, classes may be combined for university style lectures.

For academic courses, classes will normally be held Monday to Friday. Lessons will take place in the form of classes, seminars and workshops. Class sizes will vary depending on the learning format (e.g. lecture, seminar, lab practicals)

University placement

Students who successfully complete the INTO Foundation course may, at INTO's sole discretion receive a refund of all tuition fees paid if, having complied with INTO 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.

University progression

Students who successfully complete the INTO Foundation, Diploma or Graduate Diploma programme and achieve the specified progression grades will be permitted to progress onto their chosen degree programme. Students will need to meet the individual entry requirements of Newcastle University for their chosen degree programme. Students will receive a place on their chosen degree

programme provided they have received a conditional offer and met the terms of that offer and any other University entry requirements.

Medical and accident insurance

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 time of their application are required to take up the Uniplan Insurance cover as a condition of enrolment.

Guardianship

It is a requirement that all students under the age of 18 on the first day of their course must have a legal guardian in the UK. INTO will provide free of charge a basic guardianship service. If parents wish they can provide their own guardian which could be a family member over the age of 21 or secure the service of a Guardianship provider. INTO can supply a list of guardianship providers who can undertake this responsibility, at additional cost, if required.

If parents are making their own arrangements for a guardian then evidence of a suitable guardianship arrangement must be supplied before the course commences. INTO will also require the parents of any student aged under 18 years to sign a consent form authorising Senior INTO staff and/or the UK guardian to act on behalf of the student or parent in certain emergency circumstances.

Holidays

INTO centres are closed on all recognised UK public holidays. Term dates are published in this brochure and no classes will take place during these dates.

Liability

Neither INTO nor its staff or representatives will be liable for any loss, damage or injury to persons or property, except where the liability is specified by law.

INTO will also not be liable in the event that for any reason it is not able to supply a service due to circumstances beyond its control.

Student information

Students agree that copies of their regular reports on their academic progress and performance can be supplied to parents, sponsors or agents without notification. Consent is hereby given by the student to the above until formally withdrawn in writing.

Students agree that if INTO has serious concerns about their welfare, INTO can contact their parents or family members without notification. Consent is hereby given by the student to the above until formally withdrawn in writing.

Students and parents/guardians/sponsors hereby consent that students' records and achievements may be used for promotional purposes without notification. Such consent to remain in force until formally withdrawn in writing.

INTO is obliged to report visa status, attendance records and UK contact details to relevant UK government bodies in accordance with the Data Protection Act i.e.:

- for the administration of justice;
- for the exercise of any functions of either House of Parliament;
- for the exercise of any functions conferred on any person by or under any enactment;
- for the exercise of any functions of the Crown, a Minister of the Crown or a government department; or
- for the exercise of any other functions of a public nature exercised in the public interest by any person.

i.e. necessary for the legitimate purposes and justified by the Data Protection Act.

Any information provided may be held on computer and shall be used by INTO in accordance with its data protection registration and UK data protection law.

Prices

The prices stated in this brochure are valid for courses which start during the period 1 January 2008 until 31 August 2009.

Disclaimer

We have taken great care in compiling the information contained in this prospectus, which we believe to be accurate at the time of going to press. However, the provision of courses, facilities and other arrangements described in the prospectus are regularly reviewed and may be subject to change without notice. Applicants to INTO Newcastle University LLP programmes will be notified immediately of any material changes likely to have a bearing on their application, such as cancellation of, or major modification to programmes offered, changes to accommodation provision or fees and charges to be levied by Newcastle University and/or INTO Newcastle University.

INTO Newcastle University LLP, in marketing its programmes aims to comply with the British Code of Advertising Practice issued by the Advertising Standards Authority.

Equal opportunities

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

Governing law and jurisdiction

The formation, existence, construction, performance, validity and all aspects whatsoever of this agreement or of any term of this agreement will be governed by English law. The English Courts will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this agreement. Students and INTO Newcastle University LLP agree to submit to that jurisdiction.