

TERMS AND CONDITIONS

between the University of Portsmouth, The International College Portsmouth Limited and the Student.

This document sets out the terms and conditions between you, the University and the College (as defined below), this document, together with the terms contained in the Offer Letter, the Acceptance Form, website information and in any documents or policies referred to in these Terms and Conditions (as defined below), will form a contractual relationship between you, the College and the University under which you will be enrolled on one of the University's Courses and the College will provide you with education and pastoral support services and you agree to progress your studies on a Course at the College.

Upon confirming acceptance of an offer of a place on a Course (as defined below) and providing the items set out in term 2.5 below, a contract will be formed between you, the University and the College. Therefore, before accepting the offer, you should carefully read and make sure you understand these Terms and Conditions and any terms contained in the Offer Letter, the Acceptance Form and in any documents or policies referred to in these Terms and Conditions.

In particular, please note Term 9 which limits the liability of the College and the University.

If you do not understand any part of these Terms and Conditions, or any terms in the Offer Letter, Acceptance Form or in any other document mentioned in these Terms and Conditions, please contact the admissions team at admissions.uk@icp.port.ac.uk before accepting an offer.

1. Definitions and Interpretation

1.1 The definitions set out below apply in these Terms and Conditions:

Acceptance Form: the form sent by the College and the University to the Applicant within the joint Unconditional Offer Letter, to be used by the Applicant to confirm acceptance of the Offer.

Additional Costs: has the meaning set out in term 5.12.

Applicant: the person applying to study on a Course offered by the University.

Application: the formal request made by an Applicant, on the Application Form, to study on one of the courses offered by the University and delivered on behalf of the University by the College.

Application Form: the application form located at www.icp.navitas.com/apply.

Business Day: any day, other than a Saturday, Sunday or public holiday in England, Scotland or Wales.

CAS: Confirmation of Acceptance for Study assigned by the College or the University.

College: the College, as confirmed in your Offer Letter, being a wholly owned subsidiary of Navitas UK Holdings Limited (company number 06009965).

Conditional Offer Letter: the letter sent to the Applicant offering a place on a Course, setting out conditions that need to be met before being considered for an Unconditional Offer Letter.

Contract: has the meaning set out in term 2.6.

Deposit: the initial Tuition Fee payment required to accept the offer as stated on the Unconditional Offer Letter.

International Applicant: an Applicant that is subject to immigration control within the UK and will therefore require a Tier 4 visa to study in the UK with the College and the University unless they already hold another visa that permits study within the UK and is deemed to be acceptable by the University.

International Student: a Student who requires a Tier 4 visa to study in the UK or who is classed as an international student for fee purposes under the Education (Fees & Awards) (England) Regulations 2007 but is not subject to immigration control.

Navitas Group Company: Navitas Limited (Australian Company Number 109 613 309) and all and any companies that are a subsidiary or holding company of Navitas Limited from time to time, and any subsidiary from time to time of a holding company of Navitas Limited, including Navitas UK Holdings Limited (UK Company Number 06009965).

Offer Letter: the letter sent to the Applicant offering a place on a Course, being either a Conditional Offer Letter or an Unconditional Offer Letter.

Other Fees Paid: any fees or charges paid to the College and/or the University under the Contract (including, without limitation, accommodation fees where

such fees have not been collected on behalf of and transferred to a third-party accommodation provider in accordance with the Student's instructions or where the College has provided the student with Terms and Conditions specifically covering an accommodation contract), but not including Tuition Fees.

Financial Sponsor: the individual or organisation that has agreed to pay part or all your Tuition Fees, accommodation fees and/or any Additional Costs.

Course: means the course offered by the College, as detailed in your Offer Letter.

Progression: where the Student has met the progression criteria, as detailed in term 6.17 and has enrolled to study on a Course with the University, and "Progress" shall be construed accordingly.

Semester: each period of time in an academic year, as confirmed by the College to you during which classes for the Course will take place.

Subsequent Tuition Fees: the Tuition Fees minus any Deposit paid by or on behalf of the Student.

Student: the person that, following receipt of an Unconditional Offer Letter, accepts a place to study on a Course in accordance with term 2.5.

Terms and Conditions: these terms and conditions, also available online at www.icp.navitas.com/conditions

Tuition Fees: the fees payable by the Applicant or Student (as applicable) to the University for the Course as detailed in the Unconditional Offer Letter.

Unconditional Offer Letter: the letter sent to the Applicant offering a place on a Course, containing the Acceptance Form.

University: The University of Portsmouth Higher Education Corporation with its registered office at University House, Winston Churchill Avenue, Portsmouth PO1 2UP.

- 1.2 Unless the context otherwise requires, words in the singular shall include the plural, and words in the plural shall include the singular.
- 1.3 Term headings do not affect the interpretation of these Terms and Conditions.
- 1.4 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.

2. Application and Offer Stage

- 2.1 Following the selection of a desired course of study, the Applicant should complete an Application Form and submit it to the address as stipulated on the Application Form together with the relevant documentation requested in the Application Form.
- 2.2 The University reserves the right to accept or reject any Applications in its absolute discretion, subject to its legal obligation not to discriminate.
- 2.3 Where the University accepts an Application, the University and the college will issue a Conditional Offer Letter or an Unconditional Offer Letter to the Applicant.
- 2.4 Where an Applicant receives an Unconditional Offer Letter, an Acceptance Form will also accompany this.
- 2.5 In order for an Applicant to accept an Unconditional Offer, the Applicant must:
 - 2.5.1 complete and sign the Acceptance Form and return it to **admissions.uk@ICP.port.ac.uk**;
 - 2.5.2 if the Applicant is self-funded, pay the Deposit. The Deposit paid to the University will be deducted from any Tuition Fees that become payable;
 - 2.5.3 if the Applicant is to be financially sponsored, provide to the University satisfactory (in the University's opinion) evidence of such sponsorship.
- 2.6 A binding contract (the "Contract") will be formed when the University has received all of the items listed in term 2.5 above. The University will promptly confirm receipt by email.

- 2.7 The Student must notify the College and/or the University at the time of application of any disability, whether a mental or physical condition, that will have or is likely to have a significant adverse effect on the Student's ability to participate in a Course, including all ancillary activities associated with the Course, or where it is likely to mean that special arrangements will be required (for example in relation to access, accommodation, travel). In performing its obligations under the Contract, the College and the University will comply with the Equality Act 2010 and any associated applicable laws, statutes, regulations and codes from time to time in force. In particular, the College and the University will comply with its obligations to make reasonable adjustments to alleviate the effects of a Student's disabilities. To assist the College and the University to make any such reasonable adjustments, the College and the University must have full disclosure from each Student of any such disability (as described at the beginning of this clause). If the Student fails to notify the College and the University of any such disability at the time of application and the College and the University subsequently determine that they cannot support the Student despite its ability to make reasonable adjustments then the College and the University may: (iii) refuse the Student's application; (iv) in conjunction with the University, withdraw any offer that has been made; or (v) where an offer has been accepted, withdraw the Student from the Course and terminate the Contract.

3. Cancellation

- 3.1 The Student has the legal right to change his or her mind and cancel the Contract without giving a reason within 14 days starting from the day after a binding contract has been formed under term 2.6 (the "Cancellation Period"). Subject to term 3.2 below, the University will refund any Tuition Fees paid to the University and any other fees or charges paid to the College by the Student or on the Student's behalf. Any refund payable under this term will be paid within 14 days of the Student cancelling the Contract.
- 3.2 If the Student accepts an offer for a Course which starts during the Cancellation Period and the Student cancels the Contract during the Cancellation Period but after the Course has started, the Student must pay for the part of the Course that has been provided by the College until the time the College is informed of the Student's decision to cancel the Contract, in accordance with term 3.3 below.
- 3.3 This term provides information on how to cancel the Contract within the Cancellation Period: The Student must let the College and the University know by a clear statement that the Student wishes to cancel the Contract. The Student may use the form at **www.icp.navitas.com/cancellationform** to notify the College, but the Student is not obliged to do so. If the Student would like to use this form, the Student must print it, complete it as indicated and send it by post or email to the address provided on the form. The College will promptly acknowledge in writing receipt of the Student's cancellation.

4. Fee Status

- 4.1 In order to ensure that the Applicant is charged the correct Tuition Fees in relation to The Student Fees (Qualifying Courses and Persons) (England) Regulations 2007 and The Education (Student Fees, Awards, Qualifying Courses and Persons) (Wales) Regulations 2013, the University will assess a Student's fee status based on the information provided in or with their Application and any additional documentation requested by the College and/or the University.
- 4.2 If the Applicant's fee status is unclear from the information provided with his or her Application, the University will ask the Applicant to provide further information.
- 4.3 Where uncertainty remains, a final decision will be made by the University which is not appealable.

5. Payment and Fees

- 5.1 A breakdown of applicable Tuition Fees, is provided in the Unconditional Offer Letter.
- 5.2 Once the Applicant has accepted their offer in line with term 2.5 above, the amount of Tuition Fees for the first year of the Student's Course is fixed.
- 5.3 Fees for any subsequent years of study before Progression are reviewed annually and will not usually increase by more than 5% (five percent) per year. Such increases may reflect increases in the Consumer Price Index; increases resulting from changes in any applicable taxation; changes by regulatory, professional or academic bodies. The Student will be given as much notice as possible of any such Tuition Fee changes. Neither the College or the University have any responsibility for fees payable to third parties, which may include (without limitation) accommodation fees where the accommodation is not provided by a Navitas Group Company or the University.
- 5.4 University tuition fees that apply to a Student after Progression are determined by the University and published on the University's website **www.port.ac.uk**.
- 5.5 It is the Student's responsibility to ensure that the Tuition Fees, accommodation fees and any Additional Costs are paid in full and on time.
- 5.6 If a Financial Sponsor is paying the Tuition Fees on behalf of the Student, the Student must ensure that the Financial Sponsor is made aware of these Terms and Conditions before the Student accepts an offer. The Student is responsible for payment of the Tuition Fees even if the Student has arranged for a Financial Sponsor to pay these on his or her behalf.
- 5.7 Where a Course is longer than one Term, the University will inform the Student by no later than on the day of enrolment of each Term, of the deadlines for the Subsequent Tuition Fees to be paid.

- 5.8 If the Student is paying the Tuition Fees his or herself and if he or she fails to pay all or any part of the Tuition Fees for any reason, the University reserves 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:
- 5.8.1 suspend or withdraw the Student from his or her Course;
- 5.8.2 withhold the Student's results and not permit the Student to graduate and/or Progress;
- 5.8.3 in relation to International Students, withhold any documentation required for a visa extension;
- 5.8.4 take legal action against the Student to recover the Tuition Fees payable to the University, plus reasonable expenses for the costs of taking such an action; and/or
- 5.8.5 terminate the Contract immediately on written notice.
- Prior to taking any action listed in this term 5.8, the University will try to contact the Student to request payment and discuss how the issue may be resolved.
- 5.9 All payments shall be made by online payment, bank transfer or bank draft only. Cash payments will not be accepted.
- 5.10 All payments are subject to the following conditions:
- 5.10.1 the payee is authorised to use the payment method used;
- 5.10.2 a payment must be confirmed as having reached the University's bank account for it to be deemed as a payment; and
- 5.10.3 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 University's bank account, the University has no obligation to notify the payee or the Applicant or Student (as applicable) and accepts no liability for any losses.

Fee Liability

- 5.11 Tuition fee liabilities for Students that withdraw from a Course under term 8.8, are set out in the following table:

Confirmed Withdrawal Date	Fee Liability
Up to two weeks after the Semester commences	0%
On or after two weeks after the first day of enrolment	50%
On or after the first day of the second Semester	50%
On or after four weeks after the first day of the second Semester	100%
After the end of the second Semester	100%

Weeks end at 5.00pm on the Friday and the subsequent week starts immediately.

Additional Costs

- 5.12 Students should be aware that there may be other costs associated with his or her Course that are not stated on the Offer but which may be payable by the Student to the College or to a third party ("Additional Costs"). Additional Costs may consist of:
- 5.12.1 fees for additional, non-timetabled tuition hours provided by the College or the University to support any assessment re-sits (fees will vary depending on the Course and the individual Student needs, but are typically charged at between £40 and £75 per hour);
- 5.12.2 module re-take fees, such fees to be calculated in accordance with term 5.17;
- 5.12.3 Course transfer fees (see term 6.15 below);
- 5.12.4 appropriate materials to support the Student's studies such as text books, course materials, art and design consumables, software, stationery, and photocopying costs;
- 5.12.5 transport costs when travelling to and from the College;
- 5.12.6 accommodation (where not already included in the Student's Offer);
- 5.12.7 general living costs such as food and drink;
- 5.12.8 if the Partner University or College takes legal action in accordance with term 5.8.4 (unpaid Tuition Fees), the reasonable costs incurred by the College/University in taking such action; and
- 5.12.9 costs associated with any English Language assessment (see term 6.17.3).
- 5.13 No CAS will be assigned to an International Student until the Student has accepted their offer in accordance with term 2.5.
- 5.14 Where an accommodation reservation deposit has been paid to the College which is then transferred to a third party (provider of actual accommodation) with the approval of the Student or parent/legal guardian, the deposit is then subject to the terms and conditions for refund of the third party and the College has no further liability or responsibility for any refund.
- 5.15 The University Partner reserves the right to return to source any excess payment consisting of more than three Semesters advanced payments.
- 5.16 Except:
- (a) where a Student cancels as set out in term 3 above; or (b) where a Student withdraws in accordance with term 8.8, once a Student has enrolled for a given Semester, Tuition Fees paid for that Semester are no longer eligible for refund from the University, as the University will be unable to recoup its loss.
- 5.17 Where a Student is required to retake a module, the applicable fees payable will be invoiced on a per module basis with the fee determined by the weighting of the module as a proportion of the total Programme.
- 5.18 If College management approves a re-sit assessment, additional tuition hours if required can be provided and will be invoiced at an additional cost. Re-sits and retakes will be considered in accordance with the current Immigration Rules and Policy Guidance documents located at www.gov.uk/guidance/immigration-rules.

6. The Course of Study

- 6.1 The offer of a place to study with the College and the University is based on the key information which can be found on the relevant page of the Courses section of the College website www.icp.navitas.com.
- 6.2 The College shall provide education services on behalf of the University (Course delivery, tuition, supervision and assessment), as well as ancillary services (academic/learning support and resources, careers support and pastoral support) with reasonable skill and care.
- 6.3 Subject to term 6.5, classes will normally be held Monday to Friday between the hours of 8.00am and 7.00pm during the Semester.
- 6.4 Subject to term 6.5, examinations will normally be held Monday to Saturday between the hours of 8.00am and 7.00pm except where scheduling requires them to be held outside these times. In which case the College will take all reasonable steps to schedule the examinations at a time and place so as to minimise any inconvenience to affected Students, notifying the Student as early as possible.
- 6.5 Class and/or examination times or locations may need to change due to unforeseen circumstances, the College will notify the Student as early as possible to inform them of the change to minimise impact.
- 6.6 Students must arrive prior to the start date stated on the Unconditional Offer Letter, and enrol on and at the time and date provided by the University and the College.
- 6.7 Whilst the College expects all Students to arrive on time, it is understood that there can be unavoidable delays such as visa delays. Students must notify the College of their expected arrival and enrolment date as soon as they become aware that they may not arrive or enrol on the stated start date. In no instance will a Student be permitted to enrol more than 10 working days after the first day of teaching without the written permission of a Director of the College. If the Student fails to enrol on or before 10 Business Days after the first day of teaching, without written permission from a Director of the College, the College and the University may suspend or withdraw the Student from his or her Course (in such cases the Contract will terminate immediately on written notice to the Student and neither the Deposit nor the Subsequent Tuition Fees paid to the University will be refundable as the University will be unable to recoup its loss).
- 6.8 Where a Student is studying a pre-session English Course, late arrivals must be approved in advance by a Director of the College.
- 6.9 No discount or refund of fees due to the Student's late arrival will be provided.

- 6.10 Students are required to re-enrol at the start of each Semester and will be advised upon enrolment of the subsequent Semester's enrolment deadline. If the Student fails to re-enrol prior to the deadline for that Semester without written permission from a Director of the College, the College and the University may suspend or withdraw the Student from his or her Course in such cases the Contract will terminate immediately on written notice to the Student and neither the Deposit nor the Subsequent Tuition Fees paid to the University will be refundable as the University will be unable to recoup its loss.
- 6.11 The College and University reserves the right to make changes to the Course. Reasons for changes can include and are not limited to, the following reasons:
- 6.11.1 to meet the requirements of an accrediting, professional, statutory and/or regulatory body;
- 6.11.2 to reflect changes in the applicable laws and regulations;
- 6.11.3 to respond to sector good practice or quality enhancement processes;
- 6.11.4 to keep courses contemporary by updating practices or areas of study;
- 6.11.5 Events Outside the College or the University's Control;
- 6.11.6 non-availability of venues;
- 6.11.7 sickness or absence of tutors;
- 6.11.8 where a change to the Course or module needs to be made where the minimum number of students needed to ensure a good educational or student support has not been met.
- In making any such changes, the College and University will aim to keep the changes to the minimum necessary and will usually notify and/or consult (depending on the nature of the change) with affected Students in advance about any changes that are required.
- 6.12 If the College or University intends to withdraw a Course or make a material change(s) to the Course after the Student has accepted the offer, the College or University will consult with the Student and take reasonable steps to obtain his or her consent and minimise the impact of any such changes. The College will inform the affected Students if the College implements the change(s) or withdraws a Course. If the Student did not consent to the change and the College's implementation of the changes causes the Student detriment or hardship the College will, where appropriate, work with the Student to try to reduce the adverse effect on the Student and try to find an appropriate solution, for example by offering suitable alternatives which may include transfer to a similar Course within the College, deferred enrolment to a later Semester, transfer to another Navitas Group Company College. Some examples of a material change include:
- 6.12.1 a change of award or Course title;
- 6.12.2 a change to the availability of or discontinuance of a core module; or
- 6.12.3 a change to the overall type of assessment for the Course, for example by exams, coursework or practical assessment (or combination of these).
- 6.13 If any change the College/University makes pursuant to term 6.11 and/or term 6.12 above materially affects the Student, to the Student's detriment, the Student may withdraw from the Course and terminate the Contract immediately by written notice and, unless the change is due to Events Outside the College or University's Control (in which case term 10.2 shall apply), the University will reimburse the Student for any reasonable costs incurred by the Student in relation to the Course, such as visa fees and travel costs directly relating to the Course, and:
- 6.13.1 if the Student withdraws prior to the Course start date, the University will provide a full refund of the Tuition Fees paid to the University and any Additional Fees paid to the University or the College; or
- 6.14 if the Student withdraws on or after the Course start date, the University will provide the Student with an appropriate refund taking into consideration the proportion of the Course completed and the costs of accommodation provided to the Student at the time of termination of the Contract.
- 6.15 The Student does not have the automatic right to change their Course once they have accepted their offer (in accordance with term 2.5), however where possible, the University and the College will aim to facilitate the Student's request. If the Student wishes to make a change to the Course, the Student must contact the University at the earliest opportunity. The Student will be informed whether the change will be possible and any additional fees this might incur.
- 6.16 Failure to meet the stated progression criteria, detailed in term 6.17 below, of a stage of study within the set time frames and according to the requirements of the Course, as well as the current requirements of the Immigration Rules for International Students located at www.gov.uk/guidance/immigration-rules may result in the Student being unable to complete his or her Course.
- 6.17 The progression criteria are:
- 6.17.1 to meet all pass criteria for each module/ stage as required by individual Course requirements;
- 6.17.2 to attend all classes, examinations and meetings in line with the Attendance and Monitoring policy of the College www.icp.navitas.com/policies-and-procedures;
- 6.17.3 achieve the specified English Language standard, where applicable, required by both the College and the University, and where applicable, pay any costs associated with any English Language assessment; and
- 6.17.4 continue to have the Right to Study according to the Immigration Rules, where applicable.
- 6.18 The University and the College reserve the right to terminate the Contract prior to enrolment where either (a) the Applicant/Student requires a CAS and the University believes that the issuance of a CAS would breach the relevant Immigration Rules; (b) the University believes that the Applicant/ Student's visa application will be unsuccessful; or (c) the University believes that the performance of the Contract would bring the College or University in to disrepute. In such cases the University will provide a refund of Tuition Fees paid to the University and Other Fees Paid less any costs incurred by the University.
- 6.19 The University and/or the College may revise and amend these Terms and Conditions from time to time and will give the Student prior notice of any such changes. In the unlikely event that any amendment substantially changes the Contract, the Student may choose to withdraw from his or her Course and terminate the Contract by written notice and the University will provide the Student with an appropriate refund taking into consideration the proportion of the Course completed at the time of termination of the Contract.

7. Deferral

- 7.1 Requests for the deferral of either a Conditional or Unconditional Offer prior to enrolment are considered on a discretionary basis and deferrals can only be requested twice before the offer is withdrawn and a new Application must be made. Where a CAS has been assigned by the College/University to the Student and he or she has gained a student visa on this basis, deferrals will only be approved where the Student can provide binding evidence that:
- 7.1.1 the Student is not in the UK; and
- 7.1.2 the request/reason for deferral is fully supported by documentary evidence.
- 7.2 If the deferral request is as a result of the Student receiving a visa refusal, the deferral will be subject to the approval of the University.
- 7.3 Requests for the deferral of studies after enrolment are considered on a discretionary basis and must be made in line with the www.icp.navitas.com/policies-and-procedures.

8. Refunds

- 8.1 Anti-money laundering rules in the UK require that any payment made to and confirmed as received by the University will only ever be refunded to the person who made the original payment in the source country from where the payment originated, except;
- 8.1.1 where the refund amount is up to a maximum of £250. In which instance, the payment may be paid in to the Student's UK bank account where they are an enrolled Student at the College; or
- 8.1.2 where the Student has provided evidence of an offer from another UK institution. In which instance, the payment may be made to that institution.
- 8.2 In the event that the Student has:
- 8.2.1 at any time during his or her studies with the College or with the University provided to the College or the University fraudulent, untrue or misleading information and/or documents;
- 8.2.2 deliberately withheld or omitted information that might be relevant to the Student's Application;

- 8.2.3 been refused a CAS or visa on the suspicion of the provision of fraudulent documents; and/or
- 8.2.4 at any time during his or her studies with the College or with the University, provided to the College or the University work, materials or other documentation that is plagiarised, not the original work of the Student (without an appropriate credit), or committed a serious breach of the College's or the University's code of conduct or disciplinary rules, the University may withdraw the Student from the Course and terminate the Contract immediately by notice in writing to the Student and the Student will be entitled to a refund as follows:
- (a) if the University withdraws the Student four weeks or more prior to the enrolment date, the University will provide a refund of the Tuition Fees paid to the University and Other Fees Paid less: (i) the Deposit; and (ii) all reasonable costs incurred by the University in investigating and dealing with the circumstance that led to the withdrawal and termination.
- (b) if the University withdraws the Student less than four weeks prior to the enrolment date or any time after the enrolment date, neither the Deposit nor the Subsequent Tuition Fees will be refundable as the University will be unable to recoup its loss.
- 8.3 After the Cancellation Period, if a Student notifies the University that they wish to withdraw from the Course (a) prior to enrolment (in the case of Home or EU Students, or those not requiring a CAS) or (b) prior to receiving a Provisional CAS Statement or CAS (in the case of International Students), they will be entitled to a refund of Tuition Fees paid to the University and Other Fees Paid.
- 8.4 All refunds of payments made pertaining to the Course and confirmed as received by the University, will only be made to the person making the original payment in source country of the payment.
- 8.5 Where a CAS number has been applied for or a CAS Statement issued by College/ University on behalf of a Student and the Student fails to gain a student visa; then, if the Cancellation Period has ended, a refund of Tuition Fees paid to the University and Other Fees Paid, will only be applied where:
- 8.5.1 the Student has provided a copy of the refusal or rejection letter received from UK Visas and Immigration and evidence that the visa application was made within time and valid application conditions; and
- 8.5.2 information submitted by the Student or agent is not suspected of being fraudulent or deemed as purposefully misleading (in which case term 8.2.3 will apply).
- 8.6 Where the Cancellation Period has ended and:
- 8.6.1 a CAS number has been assigned by the College/University to a Student and the Student has gained a student visa on this basis; and
- 8.6.2 the Student fails to enrol or re-enrol, or transfers to another establishment within the UK; the Student is not entitled to a refund of any Tuition Fees paid to the University or Other Fees Paid, unless the Student notifies the University at least four weeks before the enrolment date that he or she will not be enrolling at the University. In such cases the University will provide a refund of Tuition Fees paid to the University and Other Fees Paid less the deposit.
- 8.7 Where the Cancellation Period has ended and:
- 8.7.1 a CAS number has been applied for or a CAS Statement assigned by College/ University to a Student and he/she has gained a student visa on this basis; and
- 8.7.2 such Student has enrolled but is no longer undertaking study with the College and the University and this is an approved withdrawal from the Course by a Director of the College; a refund of any Tuition Fees for future Semesters of the Course paid to the University or Other Fees Paid for future Semesters can only be applied where a Student has provided satisfactory evidence that:
- (i) the Student is no longer in the UK and his or her student visa has been cancelled; or
- (ii) the Student has successfully gained a place at another UK institution; and
- (iii) the Student attended 85% of timetabled classes, submitted all required assignments and was present at all scheduled examinations in accordance with College Academic Policies and Regulations located at www.icp.navitas.com/policies-and-procedures.
- Tuition Fees for the Semester in which the Student withdraws cannot be refunded as the University will be unable to recoup its loss.
- 8.8 Where a Student has enrolled on the Course but is no longer undertaking study with the University or College, and where attempts to formalise the Student's withdrawal have been unsuccessful, this is an unapproved cessation of studies. If the Cancellation Period has ended, then the Student will not be entitled to any refund as the University will be unable to recoup its loss.
- ## 9. Liability
- 9.1 Nothing in this Agreement shall exclude or limit in any way the liability of either the College or the University:
- 9.1.1 for death or personal injury caused by negligence of the College or the University;
- 9.1.2 for fraud or fraudulent misrepresentation; or
- 9.1.3 which cannot be excluded or limited under the laws relating to discrimination, occupier's liability or health and safety.
- 9.2 Subject to terms 9.1, if the University and/or the College fails to comply with the terms of the Contract:
- 9.2.1 the total liability of the College and the University for loss or damage the Student suffered as a foreseeable result of the College or the University's failure to provide the Course, either at all or to a reasonable standard or in accordance with any pre-contract information provided to the Student/Applicant, shall not exceed the total Tuition Fees payable to the University and any reasonable costs already incurred by the Student in relation to the Course, such as visa fees, accommodation costs and travel costs directly relating to the Course; and
- 9.2.2 the College and the University shall not be liable for any loss or damage that is not foreseeable.
- Loss or damage is foreseeable if it is obvious that it will happen or if, at the time the Contract between the College, the University and the Student was made, both the Student and the College and/or the University knew it might happen.
- 9.3 Where the Student is an International Student and the College or University loses its ability to sponsor International Students (or has its Tier 4 licence restricted or downgraded or its CAS allocation reduced, meaning the College cannot provide its tuition services to International Students), the University and the College's liability to such Student shall be limited to refunding all Tuition Fees paid to the University for the academic year in which the College/ University loses its sponsor licence and any reasonable costs already incurred by the Student in relation to the Course for that academic year, such as visa fees, accommodation costs and travel costs directly relating to the Course.
- 9.4 The College/University accept no responsibility for any miscommunication that may arise where the Student/Applicant (as applicable) has provided incorrect or out of date contact details or has not kept his or her contact details up to date. It is the Student/Applicant's (or parent/guardian's if the Student/Applicant is under 18 years of age) responsibility, to provide and confirm, when asked to do so, correct contact details (and to keep those contact details up to date) for communication purposes. The College/University reserves the right to correct any such details or omissions.

10. Events Outside College Control

- 10.1 The College and /or the University will not be liable or responsible for any failure to perform, or delay in performing, any of their obligations under the Contract caused by an event outside of their reasonable control ("Event Outside the College/University's Control"), including: (i) terrorist attacks or security threats; (ii) industrial action by College/University staff or third parties; (iii) damage or interruption to buildings, facilities, or equipment; (iv) fire or flood; (v) severe weather conditions; (vi) civil disorder; (vii) changes in applicable laws, regulations, actions or delays by any government authority; or (viii) refusals by any such authority to grant any necessary licence.
- 10.2 The obligations of the College and the University under the Contract will be suspended for the period that the Event Outside the College/University's Control continues, and the time to perform these obligations shall be extended for the duration of that period. The College and/or University will take reasonable steps to find a solution by which their obligations under the Contract can be performed despite the Event Outside the College/University's Control. If the period of delay or non-performance continues for four weeks, either the Student, the University or the College may terminate the Contract immediately by giving written notice to the other party, without liability.

11. Withdrawal by the College and the University

- 11.1 The University and the College may withdraw the Student from the Course and terminate the Contract immediately by notice in writing if:
- 11.1.1 the College and the University decide that the Student may not continue as a Student due to a breach of the Student Code of Conduct and/or Student Handbook.
- 11.1.2 the Student fails to meet the progression criteria detailed in term 6.17.
- 11.1.3 the Student's behaviour represents a serious risk to the safety, health and/or welfare of him or herself or others; or
- 11.1.4 the Student commits a material breach of the terms of the Contract, where such breach is irremediable or (if such breach is remediable) the Student fails to remedy that breach within a period of 30 days after being notified in writing to do so. In such cases the University will provide a refund of Tuition Fees paid to the University for future Terms, and Other Fees Paid less any costs incurred by the University.

12. Intellectual Property

- 12.1 The copyright, design right and all other intellectual property rights in any Course materials and other documents or items that the College prepares or provides in connection with any Course taught by the College or the University will belong to the College or the University, or our licensors, absolutely.
- 12.2 The Student may not use the materials, documents or other items detailed in term 12.1 for any commercial purpose.

13. Notices

- 13.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered, to the address mentioned below, as follows:
- 13.1.1 by hand;
- 13.1.2 by pre-paid first-class post or other next working day delivery service; or
- 13.1.3 sent by email;
- College:**
International College Portsmouth.
University of Portsmouth, St Andrew's Court, St Michael's Road, Portsmouth, Hampshire, PO1 2PR, United Kingdom
Email address: student.services@icp.port.ac.uk
- University:**
University of Portsmouth, University House, Winston Churchill Avenue, Portsmouth, PO1 2UP, United Kingdom
Email address: partnership@port.ac.uk
Student: the correspondence address and/or email address provided in the Student's Application Form (or any other address the Student notifies to the College).
- 13.2 Any notice or communication shall be deemed to have been received:
- 13.2.1 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
- 13.2.2 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.
- 13.3 This term does not apply to the service of any proceedings or other documents in any legal action.

14. General

- 14.1 If any court or competent authority decides that any of the terms of the Contract 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.
- 14.2 If the University and the College do not insist immediately that the Student do anything he or she is required to do under the terms of the Contract, or if the University and/or the College delays in taking steps against the Student in respect of the Student breaking the Contract, that will not mean that the Student does not have to do those things and it will not prevent the College or the University taking steps against the Student at a later date.
- 14.3 A person who is not party to the Contract (including any person who is responsible in whole or part for the Student's Tuition Fees) shall not have any rights under or in connection with it.
- 14.4 Subject to terms 6.17, 6.5, 6.11 or 6.12, no variation of the Contract shall be effective unless it is in writing and signed by the Student, the University and the College.

15. Governing Law and Jurisdiction

- 15.1 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- 15.2 Each party irrevocably agrees that the courts of England, Wales and Scotland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

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