

GENERAL CONDITIONS TO THE ENROLMENT IN THE SHORT PROGRAMMES 2019-20

London

The application form and these enrolment terms ("terms") set out the basis of your application to be enrolled as a student at Istituto Marangoni Limited ("the institute", "we", "our") and will form part of any agreement between the institute and you ("the agreement"). The terms set out your rights and obligations, as well as our obligations and limitations of our liability to you. Therefore, it is very important that you read and understand these terms before you complete the application form. In particular, please note our limitation of liability to you in clause 9. For any further clarification, please make contact with one of our employees before submitting your application form.

1. Application and Enrolment.

1.1 The application form (once accepted by us in accordance with clause 1.4) and these terms set out the whole agreement between the parties. Please check that all the parts in the application form are correctly filled before you submit it.

1.2 By submitting the application form (whether directly or via an agent authorised to act on your behalf):

you declare to enrol to your chosen course on the basis of these terms, and the Istituto may accept or decline your offer at its own discretion.

1.3 Payment of the tuition fee must be made before or at the time of submitting the application form and in the manner specified in the application form. If the payment is made by electronic transfer, a copy of the bank transfer must be attached to the application form.

1.4 On receipt of your tuition fee, of the completed application form and of the documents listed in the application form itself or in these terms, we will check that you satisfy the eligibility criteria to undertake your chosen course and you will be advised in writing if you have been accepted or not to the course. The agreement will have effect only when the Istituto will deliver to you the written acceptance.

2. Payment of Fees and Additional Costs.

2.1 The tuition fees (the "fees") are detailed in our admission pack and on our website www.istitutomarangoni.com and are payable by you in accordance with clause 1.

2.2 The tuition fee payment is subject to 'The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013' and therefore a 14 day cooling off period applies (starting from the point of us making an offer to you). You must make a request to cancel this contract during the 14 day cooling off period (by email to: admissions.london@istitutomarangoni.com) in order for us to provide you with a refund of your tuition fee, otherwise your tuition fee will be withheld (as the tuition fee payment reserves a place on a course and therefore we may reject other students who would otherwise have joined the course).

The tuition fee is non-refundable unless:

(a) The institute refuses your application pursuant to clause 1.4;
(b) We cancel the course pursuant to clause 4.5; or
(c) You submit your application in accordance with clause 6.1, provided that you act in accordance with clause 6.1.

(d) and in all cases described into clause 7.2.

2.3 If you pay your tuition fee by cheque or bank transfer or credit card, we will not process your application until the cheque or funds have been cleared. Upon receipt of confirmation of payment from the bank, we will provide you with confirmation of payment.

2.4 your payment does not include air fare, transportation, personal expenses, art supplies or meals. For fashion & cities course please refer to the indications detailed in the application form.

2.5 the "with accommodation" package includes overnight stay in one of our partner accommodations (list and complete information will be provided after enrolment). Accommodation starts from the day before the first day of course, and ends the following day after the last day of course. It does not include transfers from the airport to the accommodation and vice versa. Extra nights or special bookings with personal requirements must be handled directly by the student.

The Institute has the right to assign lodging in the accommodation at its own discretion, based on the availability of places, and to change the allocation at any moment, for any service reason non strictly dependant by the Institute itself. Should this event occur, the Institute will promptly inform the student. All accommodations house two people. Roommates are assigned by the Institute at its own discretion.

The Institute is not liable for any damage or non-fulfilment to the Accommodation's Regulations on the part of the student.

2.6 If you fail to pay any part of your fee or any additional cost, we reserve the right (at our reasonable discretion) to take one or more of the following actions:

- Suspend or expel you from your course;
- Withhold the issue of any certificate;
- Terminate this agreement on written notice.

3. Your obligations.

3.1 You represent, warrant and undertake that all the information provided on your application form is complete, up-to-date and true in all respects.

3.2 You agree to:

- Enrol at the start of your course at a time and place as directed by us;
- Comply with all requirements imposed by law, regulation or judicial order at any time. These may include criminal checks and health checks.

3.3 You are required to attend your course in full. If your attendance on the course falls below the limits set by the istituto marangoni regulation (regardless of the reason for any absence), no final certificate shall be issued.

4. Our rights and obligations.

4.1 We shall provide a teaching service with reasonable skill and care.

4.2 Istituto Marangoni reserves the right to revise and amend the terms of this agreement giving reasonable notice.

4.3 Course will be held at the hours, dates and programs established by the management which reserves the right to make the necessary alteration at any time.

4.4 The Istituto reserves the right to cancel the course prior to its commencement by giving you notice in writing (which where possible shall be at least ONE month prior to the start of the course) if:

- Insufficient numbers of students enrol on the course; or
- There are not the required conditions for the start of the course.

4.5 In the event that we cancel the course pursuant to clause 4.4, you will be entitled to a full refund of your enrolment fee and any fee already paid to us under this agreement.

5. Compliance with Visa procedure.

5.1 check with your British embassy or consulate whether you need an entry visa for a two-week or three-week stay in the United Kingdom. If you need, we will provide you all relevant documents to obtain your visa.

6. Cancellation rights, Course Transfers and Termination.

6.1 The tuition fee payment is subject to 'The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013' and therefore a 14 day cooling off period applies (starting from the point of us making an offer to you). You must make a request to cancel this contract during the 14 day cooling off period (by email to: admissions.london@istitutomarangoni.com) in order for us to provide you with a refund of your tuition fee, otherwise your tuition fee will be withheld (as the tuition fee payment reserves a place on a course and therefore we may reject other students who would otherwise have joined the course). In the event of cancellation in accordance with this clause 6.1 we will refund the tuition fee and any other fee already paid by you (or by your sponsor) within 30 days from receiving such notice.

7. Refund policy.

7.1 We will refund the tuition fee and any other fee paid to us if we do not accept you on the course pursuant to clause 1.4.

7.2 Upon cancellation by you the following refunds shall apply:

- If you provide us with written notice of cancellation of the course 60 days or more prior to the commencement of the course you will be entitled to a refund of 100% of the fees;
- If you provide us with written notice of cancellation of the course 59-30 days prior to the commencement of the course you will be entitled to a refund of 50% of the fees; and
- If you cancel the course at any time thereafter you will not be entitled to a refund of the fees.

8. Information Sharing and Data Protection.

8.1 Pursue to the data protection act 1998, the student authorizes the Istituto Marangoni Ltd to process the personal data in respect of the current law and regulations, data that the student recognizes have to be processed for the execution of the agreement.

9. Liability.

9.1 Subject to the provisions of this clause 9, neither party shall be responsible for any loss that the other suffers arising out of the agreement unless and to the extent that such loss was caused by negligence or serious misconduct.

9.2 The total liability of either party under this agreement (whether in contract or tort, including negligence) shall not in any event exceed the fees for the course or any insurance cover we may have whichever shall be the higher.

9.3 You will be liable to pay for any damage you cause to our premises or property.

9.4 This clause does not exclude or limit in any way:

- Either party's liability for death or personal injury caused by its negligence; or
- Either party's liability for fraud or fraudulent misrepresentation; or
- Any other matter for which it would be illegal or unlawful to exclude or attempt to exclude either party's liability.

10. Events outside Our Control.

10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this agreement that is caused by an event outside our reasonable control, including without limitation changes in applicable laws, actions or delays by any government authority, or refusals by any such authority to grant any necessary consents or licences and in general for causes of force majeure not depending by the Istituto, herewith included, local and national strikes, and delays or defaults of third parties or suppliers ("force majeure events").

10.2 Our obligations under these terms will be suspended for the period that the force majeure event continues, and the time to perform these obligations shall be extended for the duration of that period; we will take reasonable steps to bring the force majeure event to an end or to find a solution by which our obligations under these terms can be performed despite the force majeure event.

11. Intellectual Property.

11.1 The copyright, design right and all other intellectual property rights in any course materials, examination papers and other documents or items that we prepare or produce (which shall for include any materials prepared by our employees, contractors or agents) in connection with your course will belong to us, or our licensors, absolutely.

You may not use the materials, documents or other items detailed for any commercial purpose.

If you create intellectual property rights (IPR) during your studies or research, the standard position is that you will own such rights, unless:

- You are a postgraduate student and receive a School studentship in which case such IPR will be owned by the School subject to any alternative arrangements with you;
- You are a postgraduate student and receive a bursary (or Scholarship) from, or have your fees paid or subsidised by, a sponsor in which case ownership of such IPR will be subject to the arrangement between you, the School and the sponsor;
- You generate IPR which builds upon existing IPR generated by, or is jointly invented with School employees or associates (in which case you will be required to assign such IPR to the School and in respect of revenue generated by that IPR, you may be entitled to apportioned income; or
- you are also an employee of the School and developed the IPR in that capacity.

You will find a lot more information in our Intellectual Property Policy

We shall have the right in our sole discretion to amend, edit, add to and delete from any work, and to decide whether or not to credit you as author in relation to any such work.

Subject to clause immediately below, you warrant and undertake that the works are your original work and are not copied wholly or substantially from any other work or material or any other source and so far as you are aware, do not infringe the rights of any third parties.

Where the copyright or other intellectual property subsisting in the works or any part of the work belongs to a third party, you warrant and undertake that you have the required third party consents and/or authority to assign the works to us.

You agree and acknowledge that we shall own the works, which shall include (without limitation) your design drawings, sketches, samples, patterns, toiles and finished pieces.

12. General.

12.1 This agreement shall be governed by British Law. In any controversy that may incur between Istituto Marangoni Ltd and the student in regard of this present agreement the exclusive jurisdiction is assigned to the British judicial Authority and the exclusive jurisdiction to the Court of London.

Information pursuant to Art. 13 of EU Regulation 679/16 (GDPR)

1) Why are you receiving this communication?

Istituto Marangoni S.r.l., as Data Controller, wishes to inform you about what type of data we collect and through which methods, in order to guarantee respect for your rights and your fundamental freedoms, with particular reference to the confidentiality and security with which the data is processed.

2) What personal data do we collect?

Istituto Marangoni S.r.l. collects and stores your personal and identifying data (such as given name, surname, residential address, email address, courses of interest, citizenship, gender, place and date of birth, telephone number) through the following channels:

- completion of web forms;
 - paper forms collected at the time of accreditation at the Marangoni Institute Open Day;
 - other events organised at our Campus or at other locations.
- We can ask social media channels to send information about our courses based on their users' profiles and according to their data processing policy, but we are not aware of your name .

3) For what purposes do we use your personal data?

Istituto Marangoni S.r.l. uses your data for the following purposes:

- to accredit you during events promoted by our Campus, such as the Istituto Marangoni Open Day;
- to contact you and send you information about our courses via email or a telephone call following any request you make;
- to aggregate and analyse the information collected to improve our range of educational courses.

3.2 Subject to your express consent:

- to send you communications relating to Campus initiatives, our scholarships, our courses and events that might be of interest to you;
- to insert your data into our databases to implement profiling activities in order to send you proposals and offers in line with your interests.

Istituto Marangoni S.r.l. uses your data for the following purposes:

4) How long do we retain your personal data?

We keep your data for 3 years from our last contact with you, unless you wish to request its deletion before then. After this deadline, it will be deleted or made anonymous for statistical reasons.

5) The security of your personal data

Your data will be processed using equipment that guarantees confidentiality, integrity and availability. The processing is carried out on paper and through computerised and/or automated systems and will include all of the operations or sets of operations envisaged in Art. 4 of the GDPR which are necessary for the processing in question, including communication with the subjects assigned to the processing itself. The data concerned will not be disseminated, however, it will or may be communicated to public or private entities or individuals, within the context of the purposes described above.

6) Who can access your personal data?

Only authorised persons can access your data in the context of the tasks assigned by Istituto Marangoni S.r.l..

Your data may also be accessed by authorised persons employed by Galileo Global Education (Parent Company, owner of Istituto Marangoni S.r.l.), as well as NABA (Nuova Accademia S.r.l.) and Domus Academy S.r.l., whose shares are wholly owned by Istituto Marangoni S.r.l.

Personal data will not be disseminated in any way, in addition, it may be communicated and processed by third parties duly appointed as Data Processors,

such as external collaborators and companies that provide specific technical services.

Personal data may also be accessible or may be disclosed to those whose right to access your personal data is recognised by the provisions of law or secondary or EC regulatory provisions.

7) Where is your personal data stored?

Your personal data will be managed and stored on servers located within the European Union and belonging to the Data Controller and/or third-party companies appointed and duly identified as Data Processors. Your data will not be transferred outside the European Union.

8) Is it mandatory to consent to the provision of your data?

The transmission of your data is optional. If you do not consent, you will not be able to learn about our initiatives, our events and the courses that we will organise.

9) What are your rights in relation to the GDPR?

In accordance with the provisions of the GDPR, Istituto Marangoni S.r.l. guarantees you the following rights:

- to obtain confirmation of whether or not your personal data is being processed and, if so, obtain access to such data (Article 15, Right of access);
- to obtain, without undue delay, the rectification of inaccurate personal data concerning you (Article 16, Right to rectification);
- to obtain the erasure of personal data concerning you without undue delay. Istituto Marangoni S.r.l. is obliged to erase personal data without undue delay, provided certain conditions apply (Article 17, 'Right to be forgotten');
- to obtain the restriction of processing in certain cases (Article 18, Right to restriction of processing);
- to receive, in a structured format, in common use and readable by an automatic device, the personal data that you have provided to us and where applicable to transmit it to another Data Controller (Article 20, Right to data portability);
- to object at any time, for reasons connected with your particular situation, to the processing of personal data concerning you (Article 21, Right to object);
- to receive, without undue delay, communication of any personal data breach suffered by Istituto Marangoni S.r.l. (Article 34);
- to withdraw your expressed consent at any time (Article 7, Conditions for consent).

10) If you have any questions please refer to the contact details provided by the Data Controller.

If you believe that we have not complied with your rights regarding the protection of personal data, you can contact the Italian Data Protection Authority (Autorità Garante per la protezione dei dati personali). Alternatively, if you live in another country, you can contact your local Data Protection Authority.

11) Data Controller

The Data Controller is:

Istituto Marangoni S.r.l. - Via Pietro Verri, 4, 20121 Milano MI
Telefono: 02 7631 6680. E-mail privacy@istitutomarangoni.com

Data Protection Officer (DPO) is:

Frareg S.r.l. – Viale Jenner 38 – 20159 Milano MI
email: dpo@frareg.com - Telefono: 0269010030

12) Updates to this Information Notice

This Information Notice may be subject to change. Any substantial changes will be communicated to you via email or through our website.

- YES NO I declare that I have read the Information Notice in relation to Art. 13 of the GDPR 679/16 and consent to the processing of my data (yes mandatory).
- YES NO I agree to the processing of my data for the publication of your photographs and/or videos for educational or institutional purposes, including on the Holder's website and/or on their social networks
- YES NO I agree to the processing of my data for the publication of your photographs and/or videos for info-promotional purposes, including on the Holder's website and/or on their social networks.
- YES NO I consent to the processing of my data to receive information on Campus initiatives, scholarships, courses and events that may be of interest to me
- YES NO I consent to the processing of my data for profiling purposes.

Form

Date

Legible signature of the Data Subject