

General Terms and Conditions for Students • London 2020/21

Welcome to the Istituto Marangoni's terms and conditions for students (the "Terms"). Please read these Terms and any documents referred to within them carefully and make sure you understand them before applying to Istituto Marangoni and accepting any offer that we may make. It isn't possible to provide the full detail of every policy or procedure that may apply to your studies or the services offered by Istituto Marangoni within these Terms. So, you will find all policies, regulations and procedures relevant to your studies in Policies, Regulations and Procedures for Students located at <https://www.istitutomarangoni.com/en/campus/london/london-school-regulatory-documentation>

Please note that during your time as a student with us, it is Istituto Marangoni's policy to use your personal email address to communicate with you. Please check your emails regularly to make sure you stay up to date and please ensure you make us aware if you change your email address at any time.

If you are under 18 at the time of submitting an application form please ensure that you and your Parent (as defined below) read and understand these Terms.

If you do not understand any part of these Terms (or any of the documents referred to in the Terms), please discuss it with our admissions team by phone on +44 (0)20 7377 9347 or email them at admissions.london@istitutomarangoni.com before accepting our offer.

These Terms form part of any contract between you and Istituto Marangoni Ltd (registered in England and Wales with company number 4551096) ("Istituto Marangoni", "School", "we", "us", or "our") under which we agree to enrol you as a student on one of our programmes and provide you with our education and pastoral support services. Manchester Metropolitan University validates our programmes and is our degree awarding body.

These Terms set out your rights and obligations as well as our obligations and the limitations of liability to you under any agreement between you and us. In particular, please note the terms dealing with changes to these Terms set out in term 1.3, additional costs set out in term 3.6, changes to the Programme and other variations set out in term 7 and our limitation of liability to you set out in term 13.

To help you navigate through these Terms, we have set out hyperlinks below to the different sections. Please click on the links below to take you to the relevant section:

1. [Our Contract](#)
2. [Application Process](#)
3. [Payment of Enrolment Fees, Tuition Fees and Additional Costs](#)
4. [Cancellation](#)
5. [Your Obligations](#)
6. [Our Obligations](#)
7. [Changes to programmes and other variations](#)
8. [Other Services](#)
9. [Visa Compliance](#)
10. [Withdrawal, Termination, Programme Transfer and Programme Deferrals](#)
11. [Refund and Compensation Policy](#)
12. [Information Sharing and Data Protection](#)
13. [Liability](#)
14. [Intellectual Property](#)
15. [General](#)
16. [Complaints](#)

The definitions set out below apply in these Terms:

"Additional Costs" has the meaning set out in term 3.6;

"BRP" means biometric residence permit;

"Enrolment Fee" the enrolment fee payable for each academic year of your Programme in the amount stated in the application form or as notified to you by email following completion of the UCAS application;

“International Tier 4 Student” means a student who requires a Tier 4 visa to study in the United Kingdom;

“Parent” means a natural parent, or any person who, although not a natural parent, has parental responsibility for a child or young person, including: (i) a “legal guardian” (being an individual who has legal authority to care for a child under 18 years of age); or (ii) a “carer” (being an individual who is responsible for caring for a child under 18 years of age);

“Programme” means the programme detailed in the offer letter; **“Tuition”**

“Fees” has the meaning set out in term 3.3;

“UKVI” has the meaning set out in term 9.2.4; and **“UKVI Rules”** means the UKVI rules located at <https://www.gov.uk/guidance/immigration-rules/immigration-rules-part-3-students> .

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 preceding those terms.

1. Our Contract

- 1.1 These Terms and the following documents together form the contract between you and us (“our Contract”):
 - 1.1.1 The application form and any terms set out within it (including in the assessment form), and in any terms contained in the admissions pack or provided in the online admissions system portal (as may be applicable to the Programme you wish to apply for);
 - 1.1.2 Any terms contained in our offer letter or the certificate of admission;
 - 1.1.3 Our policies, procedures and regulations:
 - (i) The student handbook: see - <https://www.istitutomarangoni.com/en/campus/london/london-school-regulatory- documentation/>
 - (ii) The relevant validated programme specifications: see - <https://www.istitutomarangoni.com/en/campus/london/courses-in-london/>
 - (iii) The code of conduct: see – <https://www.istitutomarangoni.com/en/campus/london/london-school-regulatory- documentation/>
 - (iv) The student code of conduct: see – <https://www.istitutomarangoni.com/en/campus/london/london-school-regulatory- documentation/>
 - (v) The terms set out in the complaints procedure and appeals procedure, see – <https://www.istitutomarangoni.com/en/campus/london/london-school-regulatory- documentation/>
 - (vi) The assessment regulations relevant to your level of study: see – <https://www.istitutomarangoni.com/en/campus/london/london-school-regulatory- documentation/>
 - (vii) The Manchester Metropolitan University policies, procedures and regulations that are applicable to your Programme: see – <http://www.mmu.ac.uk/policy/> and
 - (viii) If you are an International Tier 4 Student: (i) the “Tier 4: Student’s responsibilities and Istituto Marangoni’s reporting duties”: see – <https://www.istitutomarangoni.com/en/campus/london/london-school-regulatory- documentation/> and (ii) any terms accompanying the CAS preview: see - <https://www.istitutomarangoni.com/en/campus/london/london-school-regulatory- documentation/>
- 1.2 Our Contract is formed when we receive your acceptance of an offer of a place on a Programme at the School, in accordance with term 2.6 or 2.7 (as applicable). Therefore please check that you have read and understood these Terms and each of the documents listed in term 1.1 above, before accepting such an offer. In addition, please check that the details in your application form and in any other document you provide to the School in connection with your application (including, if you are an International Tier 4 Student, the CAS review), are accurate and up to date with no material omissions.
- 1.3 We may revise and amend these Terms from time to time and will give you prior notice of any changes to our Terms. In the unlikely event that any amendment materially changes our

Contract to your detriment, you may choose to withdraw from your Programme, terminate our Contract and claim a refund under term 11.1.5 and/or compensation under term 11.3.7. To claim a refund and/or compensation under this term, please follow our complaints procedure at <https://www.istitutomarangoni.com/en/campus/london/london-school-regulatory-documentation/>.

2. Application Process

- 2.1 The "application form" referred to in these Terms is available to you either via UCAS, via our online admissions portal at <http://admission.istitutomarangoni.com/eng> or it can be downloaded (or otherwise provided to you via email) as part of the admissions pack <http://www.istitutomarangoni.com/brochure/en/admission-pack-international-fashion-design.pdf> If applying via UCAS please follow the instructions on the UCAS website. If applying directly then please follow the instructions on the online admissions portal or in the admissions pack (as applicable, depending on your chosen method of application).
- 2.2 Unless you are applying via UCAS, payment of the Enrolment Fee (and for undergraduates, the Enrolment Fee for the first academic year of your Programme) must be made before or at the time of submitting the application form and in the manner specified in the instructions in the admissions pack, on (or accompanying) the application form, or as otherwise notified to you by us. If you are applying via UCAS, after submitting your application form via UCAS we will email you to ask you to complete the online application form via the online admissions portal at <http://admission.istitutomarangoni.com/eng> and at this stage you must pay the Enrolment Fee in the manner specified in the email. If payment is made by electronic transfer, a copy of the bank transfer must be submitted to us with the application form. Please note that for all undergraduate programmes, an Enrolment Fee is payable for each academic year of your Programme, and payment for academic years two and three shall be made in accordance with term 3.2 below.
- 2.3 On receipt of the Enrolment Fee, your completed application form and any documentation that we require (as notified to you in our application instructions), whether submitted via UCAS or directly, we will check that you satisfy the eligibility criteria for your chosen Programme. If you are an International Tier 4 Student additional obligations apply, as described on the application form and in term 9.2.
- 2.4 If you do not satisfy our eligibility criteria, we may refuse your application unless we decide, in our absolute discretion, that you have demonstrated similar academic potential as is required by our eligibility criteria, in which case we will consider you for a place on the Programme. If we refuse your application, we will refund you in accordance with term 11.2.2(i).
- 2.5 If you satisfy the eligibility criteria, we will consider you for a place on the Programme, but a place is not guaranteed. We may decline your application for other reasons such as over-subscription or under-subscription for the relevant Programme or if you have previously cancelled an application to us or otherwise withdrawn from a programme. If we decline your application, we will refund you in accordance with term 11.2.2(i).
- 2.6 **This term applies to students applying via UCAS only:** If we decide to offer you a place on the Programme and you have applied via UCAS, we will send you either a conditional or unconditional offer via the UCAS system. To accept or refuse the offer, you must respond via the UCAS system and in accordance with the UCAS rules and regulations. The date by which you must accept the offer is set by UCAS (the "UCAS Deadline"). If you do not accept the offer by the UCAS Deadline, the offer will be deemed automatically withdrawn.
- 2.7 **This term applies to students that apply directly to the School (not via UCAS):** If we decide to make you an offer, and you have applied directly to the School we will send you either a conditional or an unconditional offer letter by email or via the online admissions portal. To accept the offer you must print off the enrolment form document (emailed to you), sign and send it back to us by email. The date by which you must accept the offer will be 7 days from the date we email you the enrolment form document (the "**Deadline**"). If you do not accept the offer by the Deadline, the offer will be deemed automatically withdrawn on the Deadline date.

- 2.8 Provided you have accepted the offer in accordance with terms 2.6 or 2.7 (as applicable), our Contract will be formed when we receive your acceptance. We will confirm receipt of your acceptance by email.
- 2.9 Where our offer is conditional and you do not meet the conditions of our offer by the date specified in our offer, we will notify you of this by email; you will not be entitled to enrol on the Programme; you will be withdrawn from the Programme and our Contract will terminate with immediate effect. In these circumstances we will refund you in accordance with term 11.2.2(iii).
- 2.10 We might not permit you to enrol with the School, if:
- 2.10.1 you fail to report to the School within 2 weeks after the enrolment date notified to you;
 - 2.10.2 you have not paid all the Tuition Fees for the first academic year or, where applicable, provided information regarding payment of the Tuition Fees as required by term 3.11 or 3.14, below;
 - 2.10.3 you do not have the correct visa documentation (this includes International Tier 4 Students or any non-British/EEA national, including a student on a Tier 2 dependant visa or spouse visa, a student with ILR, or a family member of an EEA national), for example where a student visa has expired, will expire before the end of the Programme or does not permit you to study;
 - 2.10.4 you have provided materially incorrect, misleading, untrue or fraudulent information or you have withheld any information that might be relevant to your application for a place on a Programme; and/or
 - 2.10.5 you fail to provide us, by the date specified by us, with any documentation or any other information reasonably requested by us in the application pack or otherwise (which includes a signed parental consent form if you are under 18 years old on 1 September of the year that you are enrolling on a Programme).

In the circumstances described above, we may immediately on written notice either (a) suspend you from the Programme or (b) withdraw you from the Programme and terminate our Contract. If we withdraw you from the Programme for the reasons described in term 2.10.1, you might not receive a refund: please see term 11.1.7 below.

If we withdraw you from the Programme for the reasons described in term 2.10.2, you might not receive a refund: please see term 3.10 below. If we withdraw you from the Programme for the reasons described in terms 2.10.3 to 2.10.5 we will refund any Tuition Fees, Enrolment Fee and any other fees paid to us under our Contract (subject to deduction of the administration charge described in term 11.4.3). In the circumstance described in term 2.10.2 (non-payment), we will contact you to discuss the options that may be available to you to resolve the issue prior to suspending or withdrawing you from the Programme.

- 2.11 If you are an undergraduate student, you must enrol as a student of the School prior to the start of each academic year of your Programme. Following the first academic year, you will be entitled to enrol with the School on the date notified to you by the School provided that you:
- 2.11.1 have paid (and we have received in cleared funds) the Enrolment Fees and the Tuition Fees (for the forthcoming academic year);
 - 2.11.2 have not been withdrawn from the Programme;
 - 2.11.3 are not suspended, or on an approved leave of absence, at the relevant time; and
 - 2.11.4 you have met the relevant progression requirements for the previous years of your Programme, as described in the Manchester Metropolitan University regulations located at <http://www.mmu.ac.uk/policy/>.

If you do not meet the criteria in term 2.11.1 (payment) or term 2.11.4 (progression), we will contact you to discuss the options available to you to try to resolve the situation. If we are unable to resolve the situation with you, or if you have been withdrawn from the Programme, we may terminate our Contract immediately on written notice and: (i) if we terminate our Contract because you have not met the criteria in term 2.11 (payment), you might not receive a refund: please see term 3.10 below; or (ii) if we terminate our Contract (because you have been withdrawn from the Programme) or term 2.11.4 (progression), you may be entitled to a partial refund under term 11.2.3.

3. Payment of Enrolment Fees, Tuition Fees and Additional Costs

Enrolment Fee

- 3.1 You must pay the Enrolment Fee in accordance with term 2.2 and term 3.2 (if applicable).
- 3.2 If you are an undergraduate student, for the second, sandwich and third academic years of your Programme, you must pay the Enrolment Fee for the applicable academic year (in the amount notified to you in the application pack, or as notified to you by email following completion of the UCAS application) so that we receive the Enrolment Fees as a single payment, in cleared funds, by 30 June prior to the start of that academic year (October intake) or by 30 October (February intake). For the avoidance of doubt, this term applies even if you are involved in re-assessment.

Tuition Fees

- 3.3 Subject to term 3.4 and 3.11 below, following acceptance of our offer, you must make payment (or procure that your financial sponsor makes payment) to us of the tuition fees (in the amount set out in the application form) (the "Tuition Fees") for the first year of your Programme so that we receive such Tuition Fees, as a single payment, in cleared funds by the following dates:
- 3.3.1 For programmes starting in February, on or before 4th January of that same year;
- 3.3.2 For programmes starting in October, on or before 29th August of that same year; or
- 3.3.3 If you are an International Tier 4 Student, at least 90 days prior to the start of the Programme.
- 3.4 If you apply after the deadlines mentioned in term 3.3 above (as applicable), the Tuition Fees must be paid to us so that we receive the fees as a single payment, in cleared funds, within 7 days of the date of our offer letter.
- 3.5 If you fail to make payment by the relevant date we will contact you to discuss your options. If we are unable to resolve the situation with you then we may terminate our Contract immediately on written notice and you might not receive a refund of any fees paid to us under our Contract: please see term 3.10 below.

Additional Costs

- 3.6 In addition to the Enrolment Fees and the Tuition Fees, you may also be required to pay the following additional costs ("**Additional Costs**"):
- 3.6.1 Administration fees payable to us, including:
- (i) If you are an International Tier 4 Student, a fee of £250 to return fees paid by you if your visa application is refused;
 - (ii) Charges for any late or dishonoured payments ("default payments");
 - (iii) A fee of £250 for any programme transfer or programme deferral granted in accordance with term 10.3 or 10.5 (as applicable);

- (iv) Courier charges (for sending copies of certificates);
- (v) Re-attendance fee to re-attend your Programme or any part thereof, to be charged at the same rate as the Tuition Fees payable for the Programme, or part of the Programme, for that academic year;
- (vi) Charges we may reasonably incur as a result of your failure to comply with these Terms or the student handbook or code of conduct;
- (vii) Resit fees of £550 for resits without attendance or, full fees for resits with attendance;
- (viii) An administrative fee of £250 in respect of refunds in the circumstances set out in term 11.4.3

3.6.2 Cost of materials, text books, printing costs, equipment, studio space hire or other related items (depending on the course you are studying) to support your studies (as may be applicable to your Programme and as listed on the webpage for your Programme located at <https://www.istitutomarangoni.com/en/campus/london/courses-in-london/>)

3.6.3 Fees payable to third parties, including accommodation fees.

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

General

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 our 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 The Enrolment Fees and Tuition Fees are correct at the time of publication. If you are an undergraduate student, you acknowledge that the Tuition Fees payable after the first year may be subject to an annual increase of not more than 5% percent. Such increases may result from, without limitation, increases in the Consumer Price Index; 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, such as accommodation fees, which are subject to separate terms and conditions.

3.10 If you fail to pay all or any part of your Tuition Fees, the Enrolment Fees or any other fees payable under the Contract for any reason, we may take legal action against you to recover the fees payable to us, plus our reasonable expenses for the costs of taking such an action. We also 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:

3.10.1 Suspend, exclude or withdraw you from your Programme;

3.10.2 Prevent you from registering for your Programme examinations;

3.10.3 Prohibit you from sitting your Programme examinations;

3.10.4 Withhold your exam results and any certificate and not permit you to graduate;

3.10.5 Withhold any documentation required for a visa extension; and/or

3.10.6 Terminate our Contract immediately on written notice and we will refund any Tuition Fees, Enrolment Fees and any other fees already paid to us under our Contract in relation to the forthcoming academic year unless that academic year has already commenced and we are unable to recruit another student in your place. If we are able to recruit another student in your place we will refund any fees paid to us under our Contract less:

- (i) An administration charge of £250;
- (ii) Our reasonable administration costs relating to the recruitment of the replacement student; and
- (iii) Our reasonable administration costs for dealing with your termination and withdrawal from the Programme.

Prior to taking any action listed in this term 3.10, we will try to contact you to request payment and discuss how the issue may be resolved.

Student loans

- 3.11 Where you have applied for a tuition fee loan from the Student Loans Company, you must provide us with a valid entitlement letter from the Student Loans Company, 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.
- 3.12 Upon completing the enrolment process at the School, you will be responsible for renewing your applications with the Student Loans Company for each academic year of study whilst on your Programme and for producing a valid entitlement letter from the Student Loans Company prior to the start of each academic year.
- 3.13 You are ultimately responsible for payment of your Tuition Fees even if you are funded by the Student Loans Company. You acknowledge that if the Student Loans Company withdraws all or part of your funding for any reason including because:
- (i) You withdraw from your Programme under term 10.1; or
 - (ii) We withdraw you from the Programme for the reasons mentioned in term 11.2.3,

You must pay us the balance of your total Tuition Fees liability after deducting any payment that you or the Student Loans Company have paid us towards your Tuition Fees.

International Tier 4 Students

- 3.14 If you are an International Tier 4 Student, at the time we issue your CAS (and at any other time upon our request) you must demonstrate to the School (in the format required by the UKVI as explained in the UKVI Rules) that you have acceptable and sufficient sources of funding the Programme as required by the UKVI and explained in the UKVI Rules. A list of acceptable documents can be found at <http://www.istitutomarangoni.com/en/admission/requirements/>

4. Cancellation

- 4.1 You have the legal right to change your mind and cancel our Contract without giving a reason within 14 days starting from the day after we receive your acceptance of the offer of a place on the Programme (the "Cooling-off Period"). If you do so, subject to term 4.2 below, we will refund any Tuition Fees, Enrolment Fees and any other fees already paid to us by you or on your behalf. Any refund payable under this term will be paid within 14 days of you cancelling our Contract. To help us provide a better service, we may ask you to let us know why you wish to cancel. You do not have to tell us why, but we will be grateful for any information you wish to share with us, and we may be able to suggest an alternative course that better suits your needs.
- 4.2 If you accept an offer for a Programme which starts during the Cooling-off Period and you cancel our Contract during the Cooling-off Period but after the Programme has started, you must pay for the part of the Programme that has been provided until the time that we are informed of your decision to cancel our Contract, in accordance with term 4.3, below.
- 4.3 How to cancel our Contract within the Cooling-off Period: Please let us know by a clear statement that you wish to cancel our Contract. You may use the form at <https://www.istitutomarangoni.com/en/campus/london/london-school-regulatory-documentation/> to notify us, but you are not obliged to do so. If you would like to use this form please print it off, complete it as indicated and send it by post or email to the address provided on the form. Alternatively you may let us know by sending us a clear statement that you wish to cancel our Contract by email to admissions.london@istitutomarangoni.com. We will promptly acknowledge in writing receipt of

your cancellation.

- 4.4 You may terminate our Contract after expiry of the Cooling-off Period, but you must do so in accordance with term 10.1 below.

5. Your Obligations

- 5.1 You represent warrant and undertake that all the information provided on your application form is complete, up-to-date (as of the date submitted to us) and accurate in all respects and that there are no material omissions. It is your obligation to ensure that you keep this information up-to-date throughout your studies with us, and promptly notify us of any changes.

- 5.2 You agree to:

- 5.2.1 Subject to terms 2.10 and 2.11 above, enrol for each academic year of your Programme, at the time and the place directed by us;

- 5.2.2 Attend lectures, seminars and tutorials, submit assignments and undertake examinations as required for your Programme and as described in our Attendance Policy set out in the student handbook: - see <http://www.istitutomarangoni.com/en/campus/london/> unless agreed otherwise with us because of extenuating circumstances;

- 5.2.3 Comply with:

- (i) These Terms, the student handbook, the programme specification, the code of conduct, the complaints and appeals procedure and the student code of conduct (see links in term 1.1 above);
- (ii) As notified you: see <https://www.istitutomarangoni.com/en/campus/london/london-school-regulatory-documentation/>
- (iii) The reasonable requests of our staff;
- (iv) All requirements imposed by law, regulation or judicial order at any time, for example requirements under health and safety laws, equality laws, and terrorism laws. These may also include criminal checks, health checks, adherence to the English language requirement in accordance with term 9.1; and
- (v) SystemPolicysee – [www. https://www.gov.uk/guidance/apply-for-a-tier-4-sponsor-licence](https://www.gov.uk/guidance/apply-for-a-tier-4-sponsor-licence)

- 5.2.4 Keep us informed of:

- (i) Any change in your visa status, if you are an International Tier 4 Student or any non-British/EEA national, including a student on a Tier 2 dependant visa or spouse visa, a student with ILR or a family member of an EEA national; and
- (ii) Any changes to your personal information (including your email address, home address and next of kin) provided in your application form or notified to us at any other time and, if you are an International Tier 4 Student, you must also comply with term 9.2.13;

- 5.2.5 Declare any criminal charges pending against you and any criminal convictions on your application form or immediately after receipt of any such charge or conviction if these arise during your Programme;

- 5.2.6 Submit your own work and not plagiarise the work of others;

- 5.2.7 Behave appropriately at all times and in such a manner as not to:

- (i) Cause a nuisance, injury or damage to other persons (in particular, other students, our staff, contractors, agents and any visitors);
- (ii) Intentionally or recklessly misuse, damage or interfere with equipment or facilities made available to you by us or to any of our property;
- (iii) Impede or prevent the provision of any programme of study offered by us; or
- (vi) Cause damage to our reputation.

5.3 If you fail to comply with your obligations, we may at our discretion:

5.3.1 Notify you of such failure and where appropriate arrange a meeting with you; and/or

5.3.2 If your breach is material or persistent, immediately on written notice, dismiss you from your Programme and terminate our Contract (as per our disciplinary procedures: see - <https://www.istitutomarangoni.com/en/campus/london/london-school-regulatory-documentation/>). In these circumstances, you would not be entitled to a full refund: please see term 11.2.3.

5.4 It is important that you notify us of any welfare or medical conditions or disabilities that you have when you make your application so that we can care for you appropriately and make any reasonable adjustments as may be necessary. You should also notify us of any other medical conditions where special arrangements may be required. Please also notify us, when submitting your application form or as soon as possible thereafter of any medical condition (including pregnancy) and any health care or medical procedures you may require during the Programme, if this may affect your ability to fully attend the Programme. If an independent medical practitioner acting in their reasonable discretion considers that any medical procedures you notify us of in accordance with this term are avoidable or could be undertaken at another time (other than during the period in which the Programme is ongoing), then we may ask you to postpone such treatment and if you refuse, we may terminate our Contract immediately on written notice. In these circumstances, you would not be entitled to a full refund: please see term 11.2.3.

5.5 You are required to attend your Programme in full. If your attendance on the Programme falls below the limits set by the student handbook (regardless of the reason for any absence), we will provide written notice to you that continued failure to attend the Programme might result in your dismissal from the Programme. If, following such notice, your attendance on the Programme continues to be unsatisfactory in our reasonable discretion, we may:

5.5.1. Prohibit you from sitting the examinations; and

5.5.2 On written notice, dismiss you with immediate effect at any time from the Programme and terminate our Contract. In these circumstances, you would not be entitled to a full refund: please see term 11.2.3.

Prior to taking any action listed in terms 5.5.1 and 5.5.2, we will try to meet with you to discuss your attendance and any reasons you have for your absence(s). If there are, in our reasonable discretion, extenuating circumstances for your absence(s) and, taking into consideration UKVI guidance, we have reasonable grounds to believe you can complete your Programme within the allocated time period, despite such absence(s), we may allow you to continue on your Programme.

5.6 If you do not achieve the required pass marks for any examinations, assessments or coursework, as set out in the student handbook, you shall not be entitled to receive a final certificate, or progress to the next academic year or semester (as applicable) and we shall decide, in our reasonable discretion if you may re-sit the examination taking into consideration UKVI guidance and all relevant factors including (without limitation) your attendance on the Programme.

6. Our Obligations

6.1 We shall provide an education service (programme delivery, tuition, supervision, assessment and award), as well as ancillary services (academic/learning support and resources, careers support and pastoral support) with reasonable skill and care.

7. Changes to programmes and other variations

7.1 The School will use all reasonable endeavours to deliver the Programme in accordance with the validated programme specifications located at <https://www.istitutomarangoni.com/en/campus/london/courses-in-london/> (and as otherwise notified to you). Programme start and end dates are not expected to change. However, we may need to alter dates, make variations to the content and methods of delivery of programmes, change tutors and locations from the published timetable, or make other

reasonable changes with the overall aim of facilitating or improving the provision of any programme and to ensure that the School delivers the best quality of educational experience to you. Some examples of these changes and the reasons for such changes may include:

7.1.1 Keeping our programme content and delivery up to date and relevant. We may need to implement technical adjustments and/or improvements, for example: to reflect developments in academic teaching, research and/or professional standards/requirements; to address any external examiner feedback received as part of their annual reports and/or results from our regular student feedback sessions. To set out further examples, we may make adjustments to: aspects of the curriculum – to ensure that this is current and reflects developments in the subject area; the methods of assessment, assessment weightings, and the word length of individual assignments; and adjustments to the learning outcomes and how these are assessed.

7.1.2 Changes as a result of a programme review. It is standard practice for the School to undertake a formal review of all of its taught provision in line with national, professional body and regulatory requirements. The aim of each programme review is to ensure, on a periodic basis, that the design, academic standards and quality of learning opportunities of existing programmes remain appropriate to the awards to which they lead, and are informed by reference to institutional regulations and policies, national benchmarks and relevant professional and employment demands. Programme review is normally carried out at 6-yearly intervals, but can take place at a more frequent interval where required. Programme review may result in certain changes to a programme of study. These changes will be made to enhance the quality of provision we provide to students.

7.1.3 To reflect changes in relevant laws, statutory, awarding body, regulatory and/or professional body requirements and/or sector regulation.

7.1.4 Altering the location of your Programme. For example, following campus consolidation to allow the School to provide the best facilities and academic provision for its students.

7.2 In making any such changes, we will aim to keep the changes to the minimum necessary to achieve the required quality of experience and will notify the affected students and applicants in advance about any changes that are required.

7.3 If we intend to make a material change to your Programme we will consult with you and take reasonable steps to obtain student consent (and, where appropriate, the consent of applicants who have accepted an offer who may be directly affected by the change) and we will inform the affected students and (where appropriate, affected applicants) if we decide to implement the change(s). If you did not consent to the change and our implementation of the change materially affects you to your detriment, where appropriate, we will work with you to try to reduce the effect on you or find an appropriate solution. Some examples of a material change include:

- (i) A change of award or programme title.
- (ii) A change to the availability of or discontinuance of a core unit.
- (iii) A change to the overall type of assessment for your Programme, for example by exams, coursework or practical assessment, etc (or a combination of these).

7.4 If any change we make pursuant to term 7.1 above materially affects you to your detriment, you may withdraw from the Programme, terminate our Contract immediately by written notice and claim a refund under term 11.1.5 and/or compensation under term 11.3.7, by following our complaints procedure at <https://www.istitutomarangoni.com/en/campus/london/london-school-regulatory-documentation/>

Events Outside Our Control

7.5 The School will do all that it reasonably can to provide the Course related educational and other services and facilities as described in the material information set out on its website, prospectus, or in other documents issued by it. Sometimes circumstances beyond the reasonable control of the School which could not have been prevented even if the School had taken reasonable care (“**Events Outside Our Control**”) mean that we are prevented from, hindered or delayed in providing or otherwise cannot provide such services and facilities.

Examples (without limitation) of Events Outside Our Control include (but are not limited to):

- (i) Industrial action by School staff or third parties;
- (ii) The unanticipated and/or unavoidable absence or departure of key members of school or specialist staff;
- (iii) Power failure;
- (iv) Acts of terrorism;
- (v) Pandemics, epidemics and other threats to public health
- (vi) Fire;
- (vii) Severe weather conditions;
- (viii) Natural disasters;
- (ix) Political or civil unrest;
- (x) Damage, interruption or lack of access to buildings, facilities or equipment;
- (xi) The acts or delays of any government or local authority;
- (xii) Legal or regulatory changes;
- (xiii) Withdrawal by any government or local authority to any necessary licence;
- (xiv) Insufficient uptake of a programme

7.6 Where events Outside Our Control occur, we will notify you that the events have occurred and will take all reasonable steps to minimise the resultant disruption to those students who are affected, by, for example:

- (i) Offering the opportunity where reasonably possible to move to another programme;
- (ii) Deferring the start date for the programme;
- (iii) Delivering the programme in a different way, from another location or online, or at another time;
- (iv) Delivering a modified version of the same programme;
- (v) Assisting you to transfer to complete the programme at another School location or another institution;
- (vi) Delivering other services and facilities in a different way, from a different location or online.

If you are not satisfied with any such steps to mitigate the disruption caused by Events Outside our Control you may terminate your contract with the School and we will follow our Refund and Compensation Policy. Alternatively, you may make a complaint under the Student Complaints Procedure.

7.7 Where, as a result of Events Outside Our Control, it is necessary to close or discontinue or cease to deliver a programme, the School will follow its Student Protection Plan and its Refund and Compensation Policy.

7.8 Where Events Outside Our Control occur then, other than as set out in paragraphs 7.6 and 7.7 above, neither we nor you will be liable for continued compliance with the contract or to the other for further fees, refunds paid or other loss or damage of any kind.

8. Other Services

- 8.1 Other, non-educational services provided by the School to you, for example residential accommodation and sports centre membership, are subject to separate terms and conditions.
- 8.2 You may also enter into separate contractual arrangements with other third parties such as a financial sponsor, the Student Loans Company, (for non-International Tier 4 Students who are on certain professional courses) your employer, or, in relation to work placements or internships, with the organisation providing such work placement or internship to you.

9. Visa Compliance

- 9.1 Unless you fall under an exemption, as prescribed by the UKVI Rules, you must provide us with satisfactory evidence that you meet the current English language requirement specified by us (which may be prescribed by the British government or any other relevant regulatory, professional or academic body) in order to complete your Programme. Unless you fall under an exemption, as prescribed by the UKVI Rules, all International Tier 4 Students must hold a valid "IELTS for UKVI (Academic)" test (with Undergraduate – overall 6.0 with minimum 5.5 in each element or Postgraduate – overall 6.5 with minimum 5.5 in each element). Even if you have provided such evidence, we may terminate our Contract immediately by written notice if we consider in our discretion that you do not meet the relevant English language requirement. If we terminate our Contract in such circumstances, we will refund you in accordance with term 11.2.2(ii).
- 9.2 For International Tier 4 Students:
- 9.2.1 You must apply to us for a CAS at the time of submitting your application by completing the relevant section on your application form and must provide us with any documentation we may reasonably request, which shall include copies of the documentation and information listed in terms 9.2.12 and 9.2.13 below and, unless you fall under an exemption as prescribed by the UKVI Rules, satisfactory evidence that you meet the current English language requirement specified by us (as described in term 9.1 above).
- 9.2.2 Following your acceptance of our offer and subject always to the availability of CAS's, and provided we have received (i) the Tuition Fee and the Enrolment Fee as a single payment in cleared funds, (ii) evidence to demonstrate that you have acceptable and sufficient sources of funding for the duration of the Programme (as further described in term 3.14 above), and (iii) the documentation, information and evidence described in term 9.2.1 above, to our satisfaction we will send you a CAS preview, for you to review. If any information in the CAS preview is not correct, you must correct such information and return, by the date notified to you, the CAS preview to us (in accordance with our instructions). Upon our receipt of the CAS preview, we will issue you a CAS to enable you to apply for UK entry clearance.
- 9.2.3 You represent, warrant and undertake that you are entering into this Contract for the purposes of undertaking and completing your Programme and not for any other purpose, including without limitation to seek employment or healthcare during the period of your Programme.
- 9.2.4 For the avoidance of doubt, UK Visas and Immigration ("UKVI") grants such applications in its sole discretion and we do not accept any responsibility for the success or failure of any student visa application.
- 9.2.5 You must adhere to all rules, regulations and requirements as stipulated by UKVI and by us regarding student visas [as set out in <http://www.istitutomarangoni.com/en/campus/london/>]. UKVI rules, regulations and requirements are available to read at <https://www.gov.uk/government/organisations/uk-visas-and-immigration>.
- 9.2.6 You agree to keep us updated on the progress of your visa application and let us know of any delays in receiving your visa. If eligible to apply from within the UK, you agree to send us a receipt of posting as confirmation that you have made your visa application.

- 9.2.7 Immediately upon notification from the UKVI, you agree to let us know the outcome of your visa application, irrespective of whether the application is granted or refused.
- 9.2.8 If your visa application is granted in-country (ie within the UK), the UKVI will issue a BRP, which you should receive in the post. If your visa is granted out of country your passport will be endorsed with a 30-day entry clearance vignette (if your Programme is longer than 6 months) or entry clearance (if the length of your Programme is 6 months or less). Within 10 days of arrival, if you have been issued with a 30-day vignette, you will have to collect your BRP from the Post Office that you selected. **If you are under 18 years old** and you are collecting your BRP from the Post Office you must be accompanied by a responsible adult approved by the Home Office or you will be turned away at the Post Office. Your parent or legal guardian can be your responsible adult without prior approval from the Home Office only if: (i) they are collecting their own BRP at the same time as you; and (ii) the vignette in your passport states that you are their dependent, in all other cases the adult who will accompany you must be approved in advance by the Home Office, even if they are your parent or legal guardian. You must send us copies of all the documents you receive from the UKVI, including the BRP, immediately upon receipt and in any event, you must present us with **your original** BRP prior to your entry clearance vignette expiry date. Failure to do so may result in us withdrawing you from your Programme and terminating our Contract with immediate effect by notice in writing and in such circumstances, you may be entitled to a refund, depending on the reason for such failure, as set out in term 11.2.2(v) or term 11.2.3(x).
- 9.2.9 You will inform us immediately if your visa application is refused and send us a copy of the visa refusal letter as soon as possible and in any event within 5 days of you receiving it. In the event that you do not wish to re-apply for a student visa, or we do not issue you with another CAS to enable you to apply for another visa, we will refund you in accordance with term 11.2.2(iv) or term 11.2.4.
- 9.2.10 You represent, warrant and undertake to us that in the event of termination of our Contract for any reason, you will not proceed with any visa application on the basis of your original application to us. If you or we terminate our Contract for any reason, we will withdraw any CAS that has been assigned or, in the event that this is not possible, we will notify the UKVI or the relevant British post of such termination.
- 9.2.11 You must complete your Programme within the timeframe specified in your CAS, failing which we may dismiss you from the Programme and terminate our Contract immediately on written notice. In the event you are unable to complete the Programme due to illness or for any other reason that we consider to be an exceptional circumstance, we will endeavour to accommodate you on a later programme. In the event of such deferral: (i) we may need to withdraw our sponsorship (to comply with our UKVI requirements), and require you to reapply for your Programme from your home country; and (ii) any fees paid to us under our Contract in relation to the academic year that you are unable to complete will be credited to your account in respect of the fees payable for the later programme (subject to a deduction in respect of the proportion of the Programme completed at the time of the deferral, if you defer after the start of an academic year).
- 9.2.12 On enrolment you must provide us with the following information:
- (i) Your current original passport containing your UK immigration status document and original BRP (if applicable), to enable us to take a photocopy/electronic copy of the relevant page; and
 - (ii) Any original documents relied on in support of your application;
- 9.2.13 On enrolment and at all times during your studies of the Programme you must provide us with:
- (i) Your up-to-date contact details, including your UK residential address, telephone number (landline and mobile), email address and contact details of your next of kin;

- (ii) **If you are under 18**, consent from your Parent(s) to your care arrangements in the UK, details of any changes to these care arrangements and the consent of your Parent(s) to such changes;
- (iii) Prior notification of any intended absence from your Programme for any period together with the reason for such absence and any supporting evidence;
- (iv) Prior notification of any intended withdrawal from your Programme, with supporting evidence of re-enrolment with a different sponsor, change of immigration category or re-entry into your home country, to be provided as soon as it becomes available;
- (v) Notification of any changes to your nationality, name, gender or facial appearance (for UKVI biometrics purposes); and
- (vi) Any other information or change in circumstances which could affect your immigration and visa status.

9.2.14 If you change immigration category, you must immediately upon receipt, provide us with the newly obtained original leave to remain, so that we can take any necessary copies and withdraw our sponsorship.

9.3 You (as an International Tier 4 Student) must not work in the UK under any circumstances (except as part of a course accredited work placement). If an error has been made in your visa or BRP stating that you do have permission to work, you must have this corrected immediately by the UKVI.

9.4 We are required to provide certain information about you to the UKVI if you do not comply with UKVI Rules, including where:

9.4.1 You fail to report to the School on the enrolment date and at the enrolment place that we specify;

9.4.2 Your overall attendance is not deemed acceptable;

9.4.3 There is, in our reasonable discretion, a lack of progress in completing your Programme;

9.4.4 You successfully complete your Programme in a shorter period than originally planned;

9.4.5 You cancel or we dismiss you from the Programme for any reason;

9.4.6 It is brought to our attention that you are working (outside of a course accredited work placement), or for any other reason at the UKVI's reasonable request.

9.5 If (a) your visa is due to expire before you complete your Programme and you need to apply for a new visa to complete your studies; or (b) you require a further CAS to study on your Programme, we may issue you a CAS to enable you to do so, provided that:

9.5.1 In our reasonable opinion, you are making satisfactory progress in your studies;

9.5.2 You have complied with all rules, regulations, and requirements as stipulated by the UKVI and by us regarding student visas;

9.5.3 You do not owe us any Tuition Fees, Enrolment Fees or other fees;

9.5.4 We have no grounds to believe that your visa application could be refused; and

9.5.5 If requested by the UKVI, you attend a visa appointment.

Please note that in accordance with current UKVI regulations you will not be able to extend your visa within the UK. You will have to return to your home country and apply for fresh entry clearance (providing you meet the UKVI criteria).

- 9.6 Before you complete your Programme, you must inform us in writing if you are:
- 9.6.1 Leaving the UK (either to return to your home country or otherwise); or
 - 9.6.2 Remaining in the UK and, if so, on what basis (for example, as a student undertaking a further course of study); and
 - 9.6.3 Provide us with supporting documentation as evidence of your plans (for example, a copy of your return air flight ticket or an enrolment offer).
- 9.7 If, at any time, it becomes apparent that we have made an offer and/or accepted you on a Programme based on an application, or on any other information or documents that you provided in connection with your application, that contains statements that are fraudulent, untrue or misleading, in addition to the actions set out in terms 2.10 and 10.2.2, we may also withdraw visa sponsorship and report you to the UKVI. In such cases, the UKVI may require you to leave the UK and, depending on the circumstances, may ban you from entering the UK for up to 10 years.
- 9.8 If, for any reason, we withdraw sponsorship, our Contract will terminate immediately. In these circumstances, you would not be entitled to a full refund: please see term 11.2.3.
- 9.9 If, for any reason, you withdraw or we withdraw you from the Programme after your visa has been granted, you must provide us with confirmation that you have returned overseas or that you remain overseas and have not entered the UK.

10. Withdrawal, Termination, Programme Transfer and Programme Deferrals.

10.1 Withdrawal by you after the Cooling-off Period:

After the Cooling-off Period you may still withdraw from the Programme and terminate our Contract at any time by giving notice in writing to academicervices.london@istitutomarangoni.com. Withdrawal from the Programme and termination of our Contract will take effect from receipt of your written notice. You may be entitled to a full or partial refund as set out in term 11.1.

10.2 Withdrawal by us:

In addition to any other rights of termination that we may have under these Terms, we may withdraw you from the Programme and terminate our Contract immediately by notice in writing if:

- 10.2.1 You fail to meet any conditions of the offer made to you as required by term 2.9;
- 10.2.2 You have provided materially incorrect, misleading, untrue or fraudulent information or you have withheld any information: (i) that might be relevant to your application for a place on a Programme, (see term 2.10.4); or (ii) at any other time;
- 10.2.3 You do not pay the Enrolment Fees or the Tuition Fees as required under terms 3.1 and 3.3;
- 10.2.4 You do not complete your enrolment with the School, at the beginning of any academic year of your Programme for any reason including where you are not permitted to enrol under terms 2.10 or 2.11;
- 10.2.5 We decide that you may not continue as a student of the School due to a breach of the student handbook, and/or our Code of Conduct – see: <http://www.istitutomarangoni.com/en/campus/london/>
- 10.2.6 You fail meet the progression requirements (set out in Programme documentation – see: <http://www.istitutomarangoni.com/en/campus/london/>
- 10.2.7 Your behaviour represents a serious risk to the safety, health and/or welfare of yourself or others; or

10.2.8 You commit a material breach of our Contract, and if such breach is remediable, you fail to remedy it within 30 days after being notified in writing to do so, or in accordance with terms 5.3, 5.4, 5.5, 9.2.11 and 9.8.

In such circumstances, you may be entitled to a full or partial refund as set out in terms 2.9, 2.10, 3.10.6 or 11.2.

Programme Transfers and Deferrals

- 10.3 Subject to term 10.4 below, we may grant Programme transfers (transfer from one programme at Istituto Marangoni London to another programme at Istituto Marangoni London) in our absolute discretion provided at all times you apply in writing no later than one week after the commencement of the Programme and pay an administration fee of £250.
- 10.4 If you are an International Tier 4 Student that wishes to transfer your Programme to another programme you will most likely be required to return home and apply for fresh entry clearance. In such cases, if we decide to allow you to transfer courses and issue you with a new CAS, we will only issue you a new CAS to allow you to make such application for fresh entry clearance after you have returned home.
- 10.5 Subject to term 10.6 below, we may grant programme deferrals in our absolute discretion provided at all times you apply in writing no later than one week after the commencement of the Programme and pay an administration fee of £250.
- 10.6 If you are an International Tier 4 Student and you wish to defer your Programme after you arrive in the UK, you must inform us immediately. A deferral will result in us cancelling your CAS, so you will need to request for a new CAS prior to your deferred Programme start date. Subject to compliance with these Terms, UKVI regulations and any other requirements that we may stipulate, we may issue you a further CAS to be used to apply for new entry clearance from your home country or country of legal residency. If you are in the UK when sponsorship is withdrawn, you will have to leave the UK, switch to another visa category or change sponsor.

11. Refund and Compensation Policy

This term 11 covers all students whether such students: (i) are in receipt of a tuition fee loan from the Student Loans Company; (ii) pay their own Tuition Fees; or (iii) have their Tuition Fees paid by a sponsor.

11.1 Refunds for students who choose to withdraw for convenience or because of changes to these Terms or to the Programme.

- 11.1.1 This term 11.1 applies to students who decide to withdraw from the Programme under term 1.3, 4, 7.4, 10.1, or who do not enrol within two weeks of the enrolment date.
- 11.1.2 If you cancel our Contract within the Cooling-off Period we will provide you with a refund as described in term 4.1.
- 11.1.3 If you withdraw from the Programme under term 10.1 (for convenience), and we are unable to recruit another student on to your Programme in your place, you will not be entitled to a refund of any fees paid to us under our Contract unless a complaint investigation reveals that your cancellation is as a direct result of an error by the School, in which case we will provide you with an appropriate refund taking into consideration the proportion of the Programme completed at the time of the cancellation.
- 11.1.4 If you withdraw from the Programme under term 10.1 (for convenience), and we are able to recruit another student onto your Programme in your place, we will provide you with a full refund of all Enrolment Fees and Tuition Fees paid to us under our Contract subject to the following deductions:
- (i) An administration fee of £250 for dealing with your recruitment;
 - (ii) Our reasonable administration costs relating to the recruitment of the replacement student;
 - (iii) Our reasonable administration costs for dealing with your withdrawal from the

- (iv) Programme; and
Your tuition and assessment costs and the costs of any other services provided to you up to the date of such withdrawal, dismissal, cancellation or termination (if applicable).

11.1.5 If you withdraw from the Programme under term 1.3 (because we have made a material change to these Terms) or term 7.4 (because we have made a material change to the Programme), in addition to any compensation that you might be entitled to, we will refund you as follows:

- (i) If you withdraw prior to the Programme start date, we will provide a full refund of the Tuition Fees and Enrolment Fees paid to us under our Contract for the forthcoming academic year; or
- (ii) If you withdraw on or after the Programme start date, we will provide you with an appropriate refund taking into consideration the proportion of the Programme completed at the time of termination of our Contract.

11.1.6 If you are funded by the Student Loans Company and it withdraws all or part of its funding because you withdraw from the Programme under term 10.1, you will have to pay us all or part of your Tuition Fees, as further explained in term 3.13.

11.1.7 If you fail to report to the School within 2 weeks of the enrolment date notified to you, and we are unable to recruit another student on to your Programme in your place, you will not be entitled to a refund of any fees paid to us under our Contract unless (a) a complaint investigation reveals that your cancellation is as a direct result of an error by the School, or (b) in our reasonable discretion, there are extenuating reasons for your absence.

11.2 Refunds for students withdrawn from a Programme by the School

11.2.1 This term 11.2 applies to students withdrawn from a Programme by the School or refused a place on a Programme.

11.2.2 Subject to term 11.4.3 below, we will refund the Enrolment Fee, and any other fees paid to us under our Contract (including any Tuition Fees), if:

- (i) We do not accept your application for a place on the Programme;
- (ii) We terminate our Contract because you do not meet the relevant English language requirement;
- (iii) Our Contract is terminated pursuant to term 2.9 because you fail to meet the conditions of the offer made to you; or
- (iv) Your visa application is refused for reasons other than those set out in term 11.2.3(ix) (in these circumstances we will require a copy of the refusal letter before processing your refund);
- (v) You fail to present us with your original BRP in accordance with term 9.2.8 because it was not ready for collection or for some other reason directly connected with us, the UKVI or the Post Office.

11.2.3 If we terminate our Contract in any of the following situations:

- (i) Where you have not completed your enrolment at the beginning of any academic year (term 10.2.4), other than for reasons mentioned in term 11.2.2 above;
- (ii) Where you have breached the student handbook and/ or Code of conduct (term 10.2.5);
- (iii) Where you have failed to meet the progression requirements (term 10.2.6);
- (iv) Where you have breached your obligations under our Contract in a material or persistent way (term 5.3);
- (v) Where you refuse to postpone medical treatment in the circumstances outlined in term 5.4);
- (vi) Where your attendance falls below the limits set by the student handbook (term 5.5)
- (vii) Where you fail to complete your Programme within the timeframe specified in your CAS (International Tier 4 Students only: term 9.2.11);

- (viii) Where we withdraw sponsorship as a result of your non-compliance with our Contract or any UKVI Rules or other requirements (International Tier 4 Students only: term 9.8);
- (ix) Where your visa application is refused for reasons such as you have provided incorrect, incomplete, fraudulent or misleading information or documentation to the UKVI or you have deliberately submitted a visa application with the intention of being refused a visa; or
- (x) You fail to present us with your original BRP in accordance with term 9.2.8 for any reason other than those mentioned in term 11.2.2(v)

you will only be entitled to a refund if we are able to recruit another student onto the Programme in your place (and in the circumstances set out in this term 11.2.3(ix), if you have provided us with a copy of your refusal letter), we will refund all Enrolment Fees and Tuition Fees in relation to the relevant academic year, subject to the following deductions:

- (i) An administration charge of £250 for dealing with your recruitment;
- (ii) Our reasonable administration costs relating to the recruitment of the replacement student;
- (iii) Our reasonable administration costs for dealing with your termination and withdrawal from the Programme; and
- (iv) Your tuition and assessment costs and the costs of any other services provided to you up to the date of termination of our Contract.

For refunds where your visa application has been refused, we will require a copy of the refusal letter as soon as possible. The earlier you provide this, the higher the chance of recruiting a replacement student, enabling us to refund you.

11.2.4 If you are funded by the Student Loans Company and the Student Loans Company withdraws all or part of its funding because we withdraw you from the Programme for any of the reasons in term 11.2.3 above, unless we are able to accept another student in your place, you will have to pay to us all or part of your Tuition Fees, in accordance with and as further explained in term 3.13. If we are able to accept another student in your place we will refund all Enrolment and Tuition Fees for the relevant academic year, less the deductions set out in term 11.2.3.

11.3. Refunds and Compensation policy for non-continuation of study.

11.3.1 The School has published a Student Protection Plan that sets out how continuation of study will be preserved for current and potential students if a risk to their continued study crystallises. The Student Protection Plan outlines the types of risk that might apply and explains the approach the School would take if these risks were to materialise.

11.3.2 This term 11.3 sets out the circumstances in which the School will refund Enrolment Fees, Tuition Fees and any other relevant fees paid to us under our Contract and provide compensation where necessary if the School is no longer able to preserve the continuation of study for one or more students.

11.3.3 The School considers refunds and compensation a remedy of last resort and is committed to using its best endeavours to ensure all students are able to continue and complete their studies at the School.

11.3.4 A reference to the School no longer being able to preserve the continuation of study means that the School has terminated or intends to terminate a Programme, on which:

- (i) you have accepted a place but not yet enrolled; or
- (ii) you have enrolled but have not yet completed your Programme.

11.3.5 This term 11.3 will not apply to individuals who have completed the studies for which they enrolled as a student with the School unless a claim is submitted via our complaints procedures within one month of the student's completion of studies.

11.3.6 In addition to your rights set out in these Terms, you also have additional statutory remedies under the Consumer Rights Act 2015 and the Higher Education and Research Act 2017.

11.3.7 Where we are no longer able to preserve the continuation of study due to:

- (i) An Event Outside Our Control; or

- (ii) Any other circumstance or event that is described as being a risk to the continuation of your Programme (as set out in our Student Protection Plan and you decide to transfer to another programme or withdraw from your Programme (perhaps to go to a different provider) or we have to terminate our Contract,
OR
- (iii) We make a change a material change to these Terms (under term 1.3) or a material change to the Programme (under term 7.4)

we will:

- (iv) Consult and communicate with students;
- (v) Offer students advice and support to help them decide whether or not to transfer to another programme or an alternative provider
- (vi) Offer students an exit award where relevant and appropriate
- (vii) Assess compensation claims from eligible students following the procedure set out at 11.3.8;
- (viii) Compensate eligible students to adequately cover:
 - a. Additional travel costs within the UK for students affected by a change in location of their programme; and
 - b. Additional tuition costs where students have to transfer programmes or provider within the UK.
- (ix) Refund students in accordance with term 7.6 or term 11.1.5 (as applicable);
- (x) Communicate with applicants who have not yet enrolled on a programme, to include an offer of advice and support to help them decide whether or not to apply for a different programme at the School or find a suitable alternative.

11.3.8 To claim any compensation that you may be entitled to under our Contract, please follow our Student Complaints Procedure set out at <https://www.istitutomarangoni.com/en/campus/london/london-school-regulatory-documentation/>

11.3.9 If a student is dissatisfied with the outcome of a claim for compensation under this policy, the student may be able to apply for review by the Office of the Independent Adjudicator for Higher Education (OIA). [<http://www.oiahe.org.uk/>]

11.4 Refund Payments

11.4.1 Refunds will only be made to the bank and account holder (or financial institution) that originally paid the Tuition Fees, Enrolment Fees or other fees and will not be paid in cash. This applies whether the student is in receipt of a tuition fee loan from the Student Loans Company, pays their own such fees or has such fees paid by a sponsor.

11.4.2 Where the original payment was made by Student Loans Company, refunds will be made to the Student Loans Company. The Student Loans Company will reclaim fees as a result of the School completing a change of fee notification. The Student Loans Company will then be responsible for amending the student's repayments to reflect the reduced loan amount.

11.4.3 All refund payments payable under terms 2.10, 3.10, 11.1.4, 11.2.2 and 11.2.3 will be subject to a deduction of an administration charge of £250.

12. Information Sharing and Data Protection

12.1 Please refer to our Privacy Policy at www.istitutomarangoni.com/en/terms-of-use-and-privacy/ for details of how we use the information that we collect from you.

12.2 You are also advised that any personal data that you provide to us may be shared with us and our validating partner, Manchester Metropolitan University. By agreeing to these terms you consent to your personal data being provided to and used by Manchester Metropolitan University for the purposes of carrying out its obligations under our agreement with them, including being further shared with relevant third parties within Manchester Metropolitan University's data collection notice to students which can be found here: <https://www2.mmu.ac.uk/legal/#privacy>

12.3 The Higher Education Statistics Agency Limited (HESA) is the body responsible for collecting and disseminating information about higher education in the UK and the Designated Data Body for England (www.hesa.ac.uk/about) You are also advised that HESA is a Controller

of your information. HESA's wholly-owned subsidiary company HESA Services Limited acts as a Processor to do work on behalf of HESA and other organisations described in the Student Collection Notice here: www.hesa.ac.uk/fpn , but may also act as a Controller. Reference to "your provider" refers to the higher education provider which you attend. This notice relates to information about you which will be collected by your provider and passed to HESA and to other organisations as described in the Student Collection Notice. This notice sets out information about HESA and other controllers of your data, how and why they process your data, the legal bases for this processing, and your rights under data protection legislation. This notice is regularly reviewed and sometimes updated, for example when organisations change their name, or to clarify how your information is used. Updates may be made at any time and you will always find the most up to date version at www.hesa.ac.uk/fpn.

13. Liability

13.1 Nothing in our Contract shall exclude or limit in any way our liability:

13.1.1 for death or personal injury caused by our negligence;

13.1.2 for fraud or fraudulent misrepresentation; or

13.1.3 which cannot be excluded or limited under laws relating to discrimination, occupier's liability or health and safety.

13.2 Subject to terms 7.6 and 13.1 above, if we fail to comply with the terms of our Contract:

13.2.1 our total liability for loss or damage you suffer as a foreseeable result of our failure to provide the Programme, either at all or to a reasonable standard, shall not exceed:

- (i) the total Tuition Fees and Enrolment Fees payable by you for the Programme;
- (ii) any reasonable costs already incurred by you in relation to the Programme, such as visa fees, accommodation costs and travel costs directly relating to the Programme;
- (iii) any compensation you are entitled to under our refund and compensation policy set out at term 11.3; and
- (d) any payment you are entitled to relating to any commitment we have to you to honour your student bursary (if you have a student bursary); and

13.2.2 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 Contract between us was made, both you and we knew it might happen.

14. Intellectual Property

14.1 The copyright, design right and all and any other intellectual property rights in any programme materials, examination papers and any other documents or items that we prepare, produce (which shall include any materials prepared or produced by our employees, contractors or agents) or otherwise provide in connection with your Programme belong to us, or our licensors.

14.2 You may not use the materials, documents or other items detailed in term 14.1 for any commercial purpose.

14.3 If you create intellectual property rights (IPR) during your studies or research, the standard position is that, subject to term 14.4 below, you will own such rights, unless you and we agree otherwise.

14.4 You agree to allow us to use photographs or video clips of any works created by you while you are a Student for any marketing or promotional purposes, including for use in our prospectuses, website and/or on our social media channels.

15. General

- 15.1 If any court or competent authority decides that any of the provisions of these terms are invalid, unlawful or unenforceable to any extent, such term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
- 15.2 If we fail, at any time while these terms are in force, to insist that you perform any of your obligations under these terms, or if we do not exercise any of our rights or remedies under these terms, 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.
- 15.3 A person who is not party to the Contract (including without limitation any party that is responsible in whole or part for your fees) shall not have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999.
- 15.4 The Contract shall be governed by English law and you and we agree to the non-exclusive jurisdiction of the English courts.

16. Complaints

- 16.1 The School recognises there may be occasions where students wish to raise legitimate complaints relating to their programme, or the facilities and services provided by the School. It is important to both students and staff to know that such complaints will be dealt with seriously and transparently, and without fear of recrimination. To ensure that this happens, the School has in place a Student Complaints Procedure and an Student Appeals Procedure, which details procedures and parameters for making a complaint, alongside what action may be taken in response to complaints: see –<https://www.istitutomarangoni.com/en/campus/london/london-school-regulatory- documentation/>
- 16.2 If having exhausted all stages of the School’s internal complaints procedure, a student considers that the School has failed to consider and respond to their complaint appropriately, the student can refer their complaint to the Awarding Body (in respect of validated provision) and then to the Office of the Independent Adjudicator for Higher Education, which provides an independent scheme for the review of student complaints.
- 16.3 If you have a complaint about our admission process, please see our complaints procedure for further information: see–<https://www.istitutomarangoni.com/en/campus/london/london-school-regulatory- documentation/>

ADDITIONAL TERMS AND CONDITIONS

Applicable to students who accept an offer of a place after 23 June 2020 and who are scheduled to enrol, or who have enrolled, on 12 October 2020

The definitions below apply in this special provision:

“Lock-Down” means an order, advice, request or similar communication for people to stay at home, issued by health or government authorities due to the current corona virus pandemic.

“Programme Location” means the location where your Programme is due to take place.

“Relevant Period” means any period commencing in the 60 days prior to the start of your Programme and which either: (i) continues, or is likely to continue, until at least the start date of your Programme; or (ii) is likely to continue for such a time that it will be impossible for you, or exceptionally difficult for you, to start your Programme on the date it is due to start and at the Programme Location.

All other capitalised terms in this special provision have the meanings given to them in the General Terms and Conditions for Students located at <https://www.istitutomarangoni.com/en/a-guarantee-for-2020admissions/>(“General Terms”).

As an exceptional measure due to the current coronavirus pandemic, we are offering this special provision to Students who have been accepted on a Programme, have paid their enrolment fee by 31 August 2020 are about to enrol, or who have enrolled in the intake scheduled for 12 October 2020 only, in the following circumstances (and in the circumstances set out below clause 7.6 of the General Terms shall not apply):

1. Where there is a Lock-Down in your place of residence in the Relevant Period.
2. Where there is a Lock-Down in the Programme Location in the Relevant Period. In such circumstances Istituto Marangoni will promptly notify you by email that there is a Lock-Down.
3. Where you are unable to travel to the Programme Location due to restrictions on travel (for example, restrictions on air travel) imposed due to the coronavirus pandemic by the government or health authorities in your city or place of residence or the Programme Location, or the non-availability of flights, in the Relevant Period, and where Istituto Marangoni fails to offer alternative suitable itineraries that would allow you, at no greater cost to you, to arrive at the Programme Location.
4. Where Istituto Marangoni notifies you by email that it is impossible or impracticable to conduct your Programme at the Programme Location due to circumstances caused by the coronavirus pandemic.

If any of the circumstances outlined in paragraphs 1 to 4 above arise we will (at no additional cost to you) offer the following alternatives:

- (i) Allow you to postpone commencement of your Programme to the next available intake in February 2021, if Istituto Marangoni is able to conduct the Programme at the Programme Location at that date;
- (ii) Start the Programme in online mode and continue it at the programme location once possible.
- (iii) Unless prevented by logistical or administrative reasons) offer you a deferment of your Programme to the next available intake.

If we cannot offer you this alternative or if you do not wish to defer your Programme, you may:

- (i) Withdraw from the Programme and request a refund of the full amount of the Enrolment Fee and any Tuition Fees paid by you.

In addition to all the alternatives outlined at paragraphs (i)-(iii) above, you may be entitled to compensation for any direct loss that you suffer arising from any transfer, deferment or withdrawal provided that you try to limit or where possible avoid any such loss, for example where you are entitled to a refund from an airline or accommodation provider, you must contact such parties to obtain such a refund from them instead of claiming compensation from Istituto Marangoni.

To qualify for one of the alternatives outlined above, you must comply with the following, where applicable:

- (i) Where paragraph 1 or 3 above applies, you must:
- (ii) Notify us promptly by email on becoming aware of such circumstances; and
- (iii) Provide official valid documentation issued by government, health or transport authorities, certifying the occurrence of the circumstances outlined in paragraph 1 or 3;
- (iv) To be entitled to a transfer to another Istituto Marangoni school or a deferment, you must have paid all fees due to Istituto Marangoni in accordance with term 3 of the General Terms; and

- (v) You must respond promptly by email to any offers we make to you and you must let us know promptly by email if you wish to withdraw from your Programme and claim a refund and/or claim compensation (providing us with full details and evidence of any loss you have suffered). If you do not respond to us promptly, we will contact you to find out whether you would like to transfer, defer or withdraw from your Programme and claim a refund (as relevant). If you still do not respond following that contact, Istituto Marangoni will withdraw you from the Programme and refund all fees paid by you. You will then be able to re-apply at a later date should you wish to do so. This provision does not affect your statutory cancellation rights as set out in clauses 4.1-4.3 of the General Terms.

If you do not follow the procedure set out above you might still be entitled to a transfer, deferment or refund, but such requests will be assessed by Istituto Marangoni on a case by case basis.

I confirm that I have read, understood and accept the above additional terms:

[insert name of student]