

Terms and Conditions (version 2.0, effective June 2018)

Below you will find the terms and conditions for applying to and studying at the University of York International Pathway College (referred to as the “IPC” in these terms and conditions”).

The following terms and conditions and the Offer Letter, (together the “**Terms and Conditions**”) set out the contractual relationship between the IPC and the Student in relation to a Programme. Students should ensure that they read the following terms and conditions carefully before submitting their application to the IPC.

Students should note that upon enrolment at the IPC they are also enrolled and registered as a student of the University of York as detailed in section 8 below.

Students should also note in particular their right to cancel their contract with the IPC within 14 days in the case of a Distance Contract as further detailed in section 4 below.

1. Definitions

“**Acceptance Form**” means the form sent by Kaplan on behalf of the IPC to the Student which the Student uses to confirm their acceptance of the Offer;

“**Accommodation Agreement**” means a contract entered into between a Student and the IPC for the provision of accommodation to the Student;

“**Accommodation Fees**” means fees payable by the Student to the IPC as the University’s agent for the provision of accommodation during the period of the Programme;

“**Accommodation Holding Fee**” means a sum specified in the Offer Letter and payable by the Student to secure accommodation with the IPC;

“**Accommodation Security Deposit**” means a sum specified in the Accommodation Agreement and payable by the Student which the IPC will register with the Deposit Protection Scheme and against which any damages not settled in advance of leaving the accommodation will be charged.

“**Airport Transfer Service**” means a method of transport arranged by the IPC to transport the Student between the local airport and their accommodation;

“**Application**” means a formal request from the Student to the IPC to study on a Programme at the IPC;

“**CAS**” means a Confirmation of Acceptance for Studies;

“**Confirmed Term**” means the term following the Current Term;

“**Course Cancellation Fee**” has the meaning given to it in section 4.1.7;

“**Current Term**” means the present stage of the Programme;

“**Distance Contract**” means a “distance contract” or an “off-premises contract” as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (as amended from time to time);

“**EduTravel Insurance Policy**” means the Kaplan approved insurance policy offered by Endsleigh Insurance as amended from time to time;

“**Financial Guarantee**” means a formal written confirmation from a Sponsor that they will be responsible for part or full payment of any of a Student’s Accommodation, Tuition and/or Other Fees;

“**GBP**” means Great Britain pounds;

“**IPC**” means the University of York International Pathway College LLP;
“**Kaplan**” means Kaplan York Limited, the partner of the University of York;
“**Module**” means a fixed period of study of a particular subject as determined by the IPC;
“**Offer**” means an offer to the Student to study on the relevant Programme;
“**Offer Letter**” means the letter sent to the Student by Kaplan on behalf of the IPC offering the Student a place on a Programme, setting out any relevant conditions to the Offer and offering accommodation (if this has been applied for);
“**Other Fees**” means any fees that are not Accommodation Fees or Tuition Fees such as book or Airport Transfer Service fees, details of which are made available to Students prior to entry into a legally binding agreement with the IPC;
“**Programme**” means an English language, academic or other Programme provided by the IPC;
“**Student(s)**” means the individual attending the Programme;
“**Refund Fee**” has the meaning given to it in section 4.2.3;
“**Remaining Term**” has the meaning given to it in section 4.2.1;
“**Sponsor**” means an individual or organisation that is responsible for the payment of any or all of the Accommodation, Tuition and/or Other Fees for a Student as set out in the Financial Guarantee;
“**Sponsored Student**” means the Student who receives financial support from a Sponsor for payment of Accommodation, Tuition and/or Other Fees;
“**Term**” means a fixed period of time, as determined by the IPC, during which the IPC holds classes; and
“**Tuition Fee Deposit**” means a sum specified in the Offer Letter, payable by the Student towards their Tuition Fees to secure a place on the Programme;
“**Tuition Fees**” means a sum specified in the Offer Letter, payable by the Student to cover tuition, access to University and IPC facilities, enrolment procedures; orientation meetings, use of Information Technology facilities, exam sitting and a University award on successful completion of the Programme; and
“**University**” means the University of York.

2. Application and Offer

2.1. Once Students have selected a Programme, they should complete and submit an application form and send the completed and signed form to the listed Kaplan contact, together with any required documentation detailed in the application form. If the Student is under eighteen years of age, the Student’s parent or legal guardian should complete and sign the application form. Details of Programmes, application forms and contact details can be found at www.york.ac.uk/ipc.

2.2. The IPC reserves the right to accept or reject any Application. The IPC recognises that there may be occasions when applicants would like to find out further information regarding why they have been rejected, or believe that have cause for complaint. Further details of the Appeals and Complaints Procedure can be found at www.kaplanpathways.com/feedback.

2.3. If the IPC accepts an Application, the Student will receive an Offer contained in an Offer Letter and an Acceptance Form. To accept the Offer, the Student must complete and sign the Acceptance Form and either pay the Tuition Fee Deposit or submit a Financial Guarantee which relates to Tuition Fees and in value, exceeds the amount of the Tuition Fee Deposit included in the Offer Letter. On the IPC’s receipt of the completed and signed Acceptance Form and Tuition Fee Deposit or sufficient Financial Guarantee, a legally binding contract

incorporating these terms and conditions will come into existence between the Student, and the IPC, which remains conditional on the Student meeting all conditions in the Offer Letter and the Student meeting all UK immigration requirements.

2.4. Details of immigration responsibilities can be found on the UK Visas and Immigration website. The Student is responsible for ensuring he or she fully complies with the immigration laws of the United Kingdom when entering the UK for a Programme of study.

3. Payment of Fees

3.1. Payment terms

3.1.1. Students shall pay the Tuition Fees in full for the first two Terms in advance of arriving at the IPC or on the day of enrolment. Such payments shall be made by online payment, bank transfer or bank draft only. Cash payments are not accepted. Any Tuition Fee Deposit already paid by the Student shall be deducted from such payment.

3.1.2. Students attending a Programme for more than two Terms shall pay for subsequent Terms in accordance with this clause. After payment of the first two Terms is made in accordance with clause 3.1.1 above, payment for a later Term shall be made at the beginning of the previous Term. For example: Tuition Fees for a third Term will be due at the start of the second Term. Tuition Fees for a fourth Term will be due at the beginning of the third Term.

3.1.3. Sponsored Students must submit the Financial Guarantee covering Tuition Fees from their Sponsor before commencing the Programme.

3.2 Payments after arrival

3.2.1. After arrival at the IPC, Students may pay any remaining Tuition Fees or Accommodation Fees by online payment, bank transfer, GBP cheque, international credit or debit card or UK debit card. Credit or debit card payments shall be subject to the cardholder presenting photographic identification. Cash payments are not accepted.

3.2.2. For online payments, bank or merchant fees are included in the amount charged.

3.3. Outstanding fees

Students shall not be permitted to commence or continue a Programme at the start of any Term if any Tuition Fees are outstanding. The IPC reserves the right to suspend or cancel the Student's participation on the Programme and to charge interest at 3% above the base rate of Lloyds Bank plc per month or part thereof on the outstanding balance until such balance is paid in full. The University further reserves the right to withhold any academic results or certificates, or to refuse registration on a University Programme after the Student has completed their studies at the IPC, if any Tuition Fees are outstanding at the end of the Programme.

3.4 Other relevant payment terms

3.4.1. If the Student wishes to repeat part of their Programme then they need to show that they have personal circumstances which mean that they did not benefit from the teaching the first time. If a Student is in this situation they should speak to the IPC who will need to make this request to the Special Cases Committee on the Student's behalf. If the Student is allowed to repeat part of their Programme they will be charged the Tuition Fees applicable to the part of the Programme being repeated.

3.4.2. Any discount, scholarship or bursary payment provided to the Student as a reduction on the Tuition Fees by the IPC shall be discounted from any fees payable for the final Term of the Programme.

3.4.3. Whilst the IPC shall provide the Student with learning material throughout the Programme, Students shall be responsible for purchasing additional material to support their studying experience. Such material shall be made available to the Student at the start of each Term on commencement or continuation of the Programme.

3.4.4. Students are obliged to maintain adequate accident, medical and travel insurance for the duration of the Programme. Students must either purchase the EduTravel Insurance Policy, details of which can be found at www.kaplanpathways.com or from Kaplan, or provide proof of adequate cover upon acceptance of the Offer.

3.5. Banking Charges

Students are responsible for covering any applicable bank charges when making payments to the IPC. Should the Student fail to pay any applicable bank charges, all such amounts shall be deducted from the Student's Tuition Fee Deposit.

4. Refunds and Programme withdrawal

4.1. Refunds before enrolment

4.1.1. **Right to cancel:** If the legally binding contract formed with the Student in accordance with paragraph 2.3 of these terms and conditions is deemed to be a Distance Contract, the Student shall have the right to cancel the contract if the Student gives notice of cancellation to the IPC within the fourteen calendar day period beginning on the day following the day on which the IPC first received the Student's Acceptance Form or the Tuition Fee Deposit or Financial Guarantee. If a Student exercises his or her right to cancel during this fourteen day period, he or she will receive a full refund of all amounts already paid, including any Accommodation Holding Fee, less the cost of any services already performed by the IPC before the end of the fourteen day period. The Student may use the cancellation form attached in Schedule 1 to these terms and conditions but is not obliged to.

4.1.2. **Visa refusals:** If the Student is unable to meet UK visa entry requirements and has complied with sections 4.1.3 – 4.1.6 below, the Student will be refunded the Tuition Fee Deposit and the Accommodation Holding Fee.

4.1.3 Students must provide an official rejection letter from the UK immigration authorities to the IPC to obtain a refund. However, if the visa refusal letter refers to fraudulent, forged or counterfeit documents being submitted as part of the visa application or a visa refusal on the

grounds of adverse immigration history not disclosed at the point of an application being submitted to the IPC, the IPC reserves the right to refuse a refund of the Tuition Fee Deposit and / or the Accommodation Holding Fee.

4.1.4. All requests for refunds due to visa refusal must be submitted in writing to the IPC admissions office together with a copy of the Student's passport and the visa refusal letter.

4.1.5. To minimize the risk of visa refusal, all Students planning to study in the UK are strongly recommended to follow visa advice offered by education agents or official visa agencies in their home country. Students planning to study in the UK who are not applying through education agents in their country will be offered free visa counselling from a University Visa Advisor providing they have a CAS issued by the University. However, all students should be aware that the final decision for the grant of any visa is made by the UK Home Office. Accordingly neither Kaplan, the IPC nor the University accept responsibility of any kind for either the counselling offered by the University Visa Advisor or any decision to reject, defer or otherwise not accept a visa application by the UK Home Office.

4.1.6. In order to be eligible for a refund of their Tuition Fee Deposit or Accommodation Holding Fee on the grounds of visa refusal, Students must have followed the advice given to them by either a University Visa Advisor or a visa counsellor from a visa agency in their country. In the case of the latter, Students may be requested to prove to the University and the IPC's reasonable satisfaction that they are receiving advice from such a counsellor.

4.1.7. Other than in the circumstances set out at 4.1.1 (Right to cancel) or 4.1.2 (Visa refusals) above, Tuition Fee Deposits and Accommodation Holding Fees are non-refundable prior to enrolment. In circumstances where the IPC decides to issue a discretionary refund prior to enrolment however, the IPC will deduct a fee of GBP 200 ("**Course Cancellation Fee**") from the refunded amounts (except in respect of Pre-Sessional English courses for which no Course Cancellation Fee will apply). Requests for refunds before enrolment will normally be processed within 6 weeks of receipt by the IPC of a properly completed form. The Course Cancellation fee reflects the cost of processing the refund.

4.2. Refunds after enrolment

4.2.1. Unless the Student is cancelling in accordance with 4.1.1 (Right to cancel), once the Student has commenced the Programme, Accommodation Fees, Tuition Fees and Other Fees are all non-refundable, except for those paid for any Remaining Term (being any future Term a Student is scheduled to complete which is not a Current or a Confirmed Term) where:

4.2.1.1. The Student transfers to another recognised UK institution in which case the IPC shall refund any Tuition Fees upon the Student's provision of documents evidencing an offer for a full time Programme of study; or

4.2.1.2. The Student returns to their home country due to extenuating circumstances as authorised at the IPC's discretion in which case the IPC may at its discretion refund any Tuition Fees and/or Accommodation Fees on receipt of a copy of the Student's passport or other document proving return to the Student's home country provided that the Student is not able to recover such amounts under his or her insurance policy; or

4.2.1.3 in respect of Accommodation Fees only, the Student vacates his or her accommodation and the University is able to find a replacement tenant for such accommodation for the period of any Remaining Term; or

4.2.1.4 the circumstances in section 8.5.4 (Program changes) apply.

4.2.2. Refunds relating to Accommodation Fees, Tuition Fees or Other Fees paid in relation to any one or more Remaining Terms that are not subject to the provisions of section 4.2.1 above shall be considered at the IPC's discretion. The Student shall submit a written request using the prescribed form available from the IPC upon request for such a refund to the IPC within three calendar months from their date of leaving the Pathway College. Any requests received at a later date shall not be considered.

4.2.3 Requests for refunds after enrolment will normally be processed within 6 weeks of receipt by the IPC of a properly completed form in accordance with section 4.2.2. above and a fee of £200 ("Refund Fee") shall be withheld from any refunds in excess of £750 (other than those made in accordance with clause 4.1.1 above (Right to cancel) and in respect of Pre-Sessional English courses for which no Refund Fee shall apply). The Refund Fee reflects the cost of processing the refund.

4.3. Preparatory English for Pre-Masters Programmes

Students who are not successful in passing Programmes in Preparatory English for Pre-Masters Programmes shall be entitled to a conditional refund of Accommodation Fees and Tuition Fees for any sums paid for study of the Pre-Masters Programmes. Such refund is conditional upon the Student completing the full length of the Preparatory English Programme and having attempted and been unsuccessful in obtaining the requisite English language grades to progress on to the Pre-Masters Programme.

4.4. Current and Confirmed Terms

For the avoidance of doubt, there shall be no circumstances in which a Student shall be eligible for any refund or part refund of Accommodation Fees, Tuition Fees or Other Fees relating to a Current Term or Confirmed Term other than set out in clause 4.1. above (Refunds before enrolment) or 8.5.4. below (Program changes).

4.5. Other terms applicable to all refunds

4.5.1 Students are responsible for covering any applicable bank charges when receiving refunds from the IPC. Should the Student fail to pay any applicable bank charges, all such amounts shall be deducted from the amounts due to the Student.

4.5.2 Subject to clause 4.5.3, refunds shall be processed in GBP to the originating bank account that the Student or the person paying on the Student's behalf used to make his or her original payment to the IPC. Kaplan will not issue a refund to any person other than the original payor unless written authorisation is received from the original payor to do so.

4.5.3 If the full refund amount is equal to or less than GBP 2000 and the Student holds a UK bank account, then provided the Student is present at the IPC at the time of refund, the

IPC shall process such refund to the Student's UK bank account. The amount to be refunded may not be split into smaller amounts to allow a portion to be paid into a UK account.

5. Programme withdrawal

5.1. In the event that the Student withdraws from the Programme, the Student shall notify the IPC Director in writing. Notice of withdrawal becomes effective once the University receives a copy of the notice.

5.2. In the event that the Student withdraws from the Programme, the Student is no longer eligible to receive a University certificate of completion.

5.3. The University shall notify the UK Home Office in the event that the Student withdraws or transfers from the Programme.

6. Deferrals

6.1. Once the Student has accepted the Offer, the Student may request to defer the start of the Programme. The Student should send such a request in writing to the IPC no later than four (4) weeks prior to the Programme start date, setting out the reasons for deferral. The IPC reserves the right to consider each request on a discretionary basis.

6.2. Students may only request a deferral twice. Should a Student request deferral on more than two occasions, the IPC reserves the right to retain the Student's Tuition Fee Deposit or enforce the Financial Guarantee.

6.3. Should the Student's deferral be authorised, the Student may be subject to increased, Accommodation Fees, Tuition Fees or Other Fees. Such fees shall be the fees that are notified to the Student as being the Fees which apply to the period in which the Student actually undertakes his or her Programme.

7. Accommodation

7.1. If Students wish to book accommodation with the IPC, they should complete the relevant section in their Application Form.

7.2. If the IPC is able to offer accommodation, this will be stated in the Offer Letter and in order to guarantee accommodation with the IPC the Student should pay the Accommodation Holding Fee when returning the Acceptance Form.

7.3. The Accommodation Holding Fee is non-refundable except in accordance with clauses 4.1.1 (Right to cancel) and 4.1.2 (Visa refusals) and where the accommodation provided does not meet the specifications stated in the Offer Letter.

7.4. Details of the accommodation shall be provided to the Student separately before the Student enters into an Accommodation Agreement.

7.5 Upon the Student entering into the Accommodation Agreement, the relevant amount of the Accommodation Holding Fee which the Student has already paid shall be deemed to be the Accommodation Security Deposit and the remainder of the Accommodation Holding Fee

shall be applied towards the first instalment of Accommodation Fees payable by the Student under the Accommodation Agreement.

7.6. The Student shall not be permitted to change the duration of their accommodation once the Accommodation Agreement has been signed (although extensions may be requested) unless the duration of their Programme changes.

7.7. Students shall comply with the terms of the Accommodation Agreement including the terms of any code of conduct or other behaviour policies incorporated into the Accommodation Agreement or which apply to the accommodation selected by the Student.

8. IPC and University Regulations

8.1. In respect of academic matters, the Student shall abide by all rules, regulations and policies set by the University which shall be made available to the Student at point of offer and enrolment.

8.2. In respect of non-academic matters, the Student shall abide by all rules, regulations and policies set by the IPC which shall be made available to the Student at point of offer and enrolment.

8.3. Attendance and Absence

8.3.1. The Student shall be expected to attend all classes relating to the Programme. Consequences of non-attendance can result in any disciplinary action including the IPC or the University terminating the Student's enrolment on the Programme and withdrawal of visa sponsorship by the University.

8.3.2. Any classes scheduled to fall on a UK public holiday shall be postponed, and the Student shall not be required to attend classes on such days.

8.3.3. In the event of any period of absence from the Programme, the Student shall not be permitted any extension to complete the Programme and shall not be eligible for any refund of Accommodation, Tuition or Other Fees for the period of absence.

8.3.4. Any time off taken outside of the set Programme vacation breaks shall be noted as periods of absence. Should the Student require time off in extenuating circumstances, the Student shall submit a request in writing to the IPC. The IPC shall report any period of absence over ten expected points of contact to the University which will report this to the UK Home Office.

8.4. Enrolment

8.4.1. The Student shall arrive at the IPC on the enrolment date detailed in the Offer Letter.

8.4.2. A Student must have a current passport and, in the case of Students from outside the European Union, a valid student visa as set out in the UK Home Office's immigration policy to complete enrolment. The IPC on behalf of the University will take a copy of the Student's passport and visa at enrolment as part of the completion of the required enrolment procedures.

8.4.3. Should the Student wish to delay arrival or postpone the enrolment date, the Student may make such a request to the IPC under clause 6, which shall be considered at the IPC's discretion.

8.4.4 Upon enrolment at the IPC, the Student shall also be enrolled and registered as a student at the University.

8.5. Programme changes

8.5.1. Other than in extenuating circumstances, and at the absolute discretion of the IPC, the Student shall not have the right to change the Programme to another programme of study after having submitted his or her Acceptance Form.

8.5.2. The IPC or the University reserves the right to change Programme start dates, Programme content and/or Accommodation Fees, Tuition Fees or Other Fees at any time due to errors, omissions and/or circumstances beyond the IPC's control.

8.5.3. The IPC reserves the right to cancel a Programme prior to the Student's enrolment due to insufficient demand.

8.5.4. In the event of a material change under 8.5.2 or 8.5.3 taking place, the Student may request a Deferral or cancel his or her enrolment and receive a refund of any Accommodation Fees, Tuition Fees (including the Tuition Fee Deposit) or Other Fees paid to the IPC.

8.6. Academic Progression

8.6.1. The Student shall be required to meet all academic, attendance and English language proficiency requirements set by the University and the IPC in order to progress within the Programme. Details of these requirements are set out in the Offer Letter.

8.6.2. Those Students who do not meet the academic, attendance, English language proficiency requirements for progression or UK immigration requirements may be removed from the Programme without eligibility for a refund or, at the IPC and the University's discretion, may be offered a place on another Programme.

8.6.3. In the event that the Student is due to progress to a Programme at the University following successful completion of the Programme, a failure by the Student to pay all Tuition Fees due to the IPC or to meet the academic, attendance and English language proficiency requirements or a failure to be deemed credible by the University to meet UK immigration requirements shall render the Student's eligibility to progress invalid.

8.6.4. The University will carry out a tuition fee assessment for the fees which will be applicable to the Student after they progress to the University. The outcome of any final assessment of the applicable University tuition fees may differ from any initial assessment due to changes in a Student's circumstances or changes in the evidence provided by the Student in support of the University fees assessment.

8.7. Under age students

8.7.1. Students aged sixteen or seventeen years on the date of enrolment at the IPC are required to live in University approved accommodation or with a parent or legal guardian, provide custodianship documents and book Kaplan's Airport Transfer Service.

8.7.2. The IPC shall provide additional information to the parents or legal guardians of the Student detailing how the IPC accommodates under age Students. The parent or legal guardian shall sign and return such form to the IPC as acknowledgement of receipt.

8.8. Health declaration

8.8.1. Students must disclose on their Application any mental or physical illness, allergy, disability or condition that may affect their ability to successfully complete their programme, impact the health and wellbeing of other students or staff members, require special accommodation, monitoring, treatment or emergency intervention of any kind during the Programme.

8.8.2. The IPC reserves the right to reject an Application or terminate the Student's enrolment in the programme if the Student's continued participation represents a risk to their health and safety or to the health and safety of others, or if, notwithstanding reasonable accommodations, in the opinion of the IPC or the University, the Student's physical or mental condition makes the Student unable or unlikely to complete their programme successfully.

8.9. Termination or suspension of studies

Any Student who commits a criminal or civil offence, provides false qualifications or other fraudulent documentation, violates the Student conduct code or IPC or University policy, has his or her academic performance fall below the requirements of the UK Home Office or fails to pay an amount that he or she is directly or indirectly liable to pay the IPC in order to undertake the Programme, may have his or her studies terminated or suspended. No refund will be given in these circumstances and the IPC will inform the UK Home Office that it has terminated or suspended the Student's enrolment on the Programme.

9. Limitation of liability

9.1. Subject to section 9.2 below, the liability of Kaplan, the IPC and the University and each of their partners, their group companies, and their respective directors, officers, employees, affiliates, agents and partners with respect to losses, damages, injuries, illnesses or violations or otherwise is limited in all circumstances to the full amount paid to the IPC by the Student for the particular Programme. Kaplan, the IPC and the University shall in no circumstances have any liability for indirect or consequential losses or damages.

9.2. Nothing in this agreement shall limit Kaplan's, the IPC's or the University's liability in respect of fraud, death or personal injury resulting from their negligence, or for any other matter where liability cannot be excluded or restricted by law.

10. Force Majeure

Kaplan, the IPC and the University are not liable in cases where they are unable to fulfil any services because of fire, natural disaster, act of government, failure of suppliers or subcontractors, labour disputes or other reasons which are beyond their reasonable control.

11. Data protection

Students should consult the IPC's Privacy Policy which can be found at www.york.ac.uk/ipc for information on how the IPC processes a Student's personal data.

12. Governing law and Jurisdiction

All arrangements and any disputes or claims arising out of or in connection with such arrangements or their subject matter or formation (including non-contractual disputes or claims) between the Student and Kaplan, the IPC or the University, shall be governed by, and construed in accordance with, the laws of England and Wales, and be subject to the exclusive jurisdiction of the courts of England and Wales.

13. Statement of Compliance

The University, the IPC and Kaplan are committed to ensuring compliance with all anti-discrimination, health and safety and all other applicable legislation in their global operations, and for the purposes of these terms and conditions, specifically in their UK operations.

SCHEDULE 1

Cancellation Form

(Please complete and return this form only if you wish to cancel your accepted offer in accordance with the Terms and Conditions).

Return your completed form to: University of York International Pathway College
Heslington Hall, Main Street, Heslington, York YO10 5DZ, United Kingdom. Alternatively
you can e-mail us at ipc@york.ac.uk.

I hereby give notice that I cancel my contract for the supply of the following service:

Programme title:

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Name of student:

Address of student:

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.....

Signature of student:

(Only if this form is notified on paper)

Date: