

## Section 13: Student Terms and Conditions

### IMPORTANT

The application form, the offer letter, the acceptance of offer form and these terms and conditions ("Terms") set out the basis of your application to be enrolled as a student with OIEG Education and Travel Ltd trading as OIEG Greenwich ("OIEG", "we", "us" or "our") at the DMU Leicester International Pathway College ("LIPC"). Together with the codes, regulations and policies referred to below, these Terms will form the agreement between OIEG and you ("the Agreement").

Courses run at the LIPC are administered and taught by OIEG in collaboration with De Montfort University (the "University").

The Terms set out your rights and obligations, as well as our obligations and limitations of our liability to you. Therefore, it is very important that you read and understand these Terms before you accept a place on the LIPC course. In particular, please note our limitation of liability to you in clause 10. If you do not understand any part of this document, please discuss it with one of our staff by emailing us at [pathways@dmu.ac.uk](mailto:pathways@dmu.ac.uk) before accepting a place on the LIPC course.

The definitions below apply in these Terms:

"Administration Fee" means the fee of [£150] payable by the student to OIEG on acceptance of an offer from OIEG;

"Advance Payment" has the meaning set out in clause 1.2.1(iii);

"Additional Costs" has the meaning set out in clause 2.1;

"Enrolment" means reporting to OIEG at the DMU Leicester Centre for International Study for the start of your LIPC Course at the time and on the date specified by us in the pre-arrival information that we will send to you prior to such date;

"Financial Sponsor" has the meaning set out in clause 1.5.1;

"Fee Deadline" means the date specified in the letter offering you a place on an LIPC Course by which you must accept the offer, failing which the offer will lapse;

"Fees" has the meaning set out in clause 2.1 below;

"Home Student" means a student who does not require a visa to study in the United Kingdom (typically a student from an EEA country);

"IFC" means the course known as the International Foundation Certificate, administered and taught by OIEG, in collaboration with the University, at the LIPC, details of which can be found at <http://www.dmu.ac.uk/dmu-leicester-international-pathway-college/international-foundation-certificate/international-foundation-certificate.aspx>

"IFY" means the course known as the International First Year, administered and taught by OIEG, in collaboration with the University, at the LIPC, details of which can be found at <http://www.dmu.ac.uk/dmu-leicester-international-pathway-college/international-first-year/international-first-year.aspx>;

"IIM" means the course known as the International Incorporated Masters, administered and taught by OIEG, in collaboration with the University, at the LIPC, details of which can be found at <http://www.dmu.ac.uk/dmu-leicester-international-pathway-college/international-incorporated-masters/international-incorporated-masters.aspx>

"International Student" means a student who requires a visa to study in the United Kingdom;

"OIEG Insurance Policy" means any insurance policy taken out by OIEG on your behalf with Endsleigh® International insurance, details of which can be found at [http://www.oxfordinternational.com/wp-content/uploads/2016/07/Policy\\_2016\\_Oxford-International-Education-and-Travel-Limited\\_IL9.pdf](http://www.oxfordinternational.com/wp-content/uploads/2016/07/Policy_2016_Oxford-International-Education-and-Travel-Limited_IL9.pdf)

Such insurance policies are subject to separate terms and conditions;

"LIPC Course" means any or all of the following courses: Pre-sessional English; the IFC; the IFY; and/ or the IIM;

"Pathway Programme" means any or all of the following courses: the IFC; the IFY; and/ or the IIM

"Pre-CAS Deposit" has the meaning set out in clause 1.2.2(ii);

"Pre-sessional English" means the course known as Pre-sessional English administered and taught by OIEG, in collaboration with the University, at the LIPC, details of which can be found at <http://www.dmu.ac.uk/dmu-leicester-international-pathway-college/dmu-leicester-international-pathway-college.aspx>

"Tenancy Agreement" has the meaning set out in clause 11.3;

"UKVI" means UK Visas and Immigration; and

"University Course" means the De Montfort University Postgraduate or Undergraduate course selected by you to progress onto following successful completion of the LIPC Course.

## 1. Application and Confirmation of Payment

For students wishing to book a place on an LIPC Course, you must send us a completed application form and the following:

- 1.1.1 copies of the supporting documents listed in it, which include:
  - your passport;
  - your most recent Secure English Level Test ("SELT") results;
  - your previous Tier 4 visa and details of the UK institution where you studied (including details of progress and attendance) (if applicable);

a minimum of 1 reference if you are applying for the IFC or IFY or a minimum of 2 references for the IMM. References must be provided on letter headed paper;

(e) a copy of your most recent bank statement. If you are applying via an agent then you will need to provide the agent with a copy of your most recent bank statement; and

(f) your portfolio for your chosen Art & Design LIPC Course (if applicable);

1.1.2 full and certified original final certificates (in English) of your most recent and relevant qualifications;

1.1.3 full and certified original transcripts (in English) of your most recent and relevant qualifications; and

1.1.4 your personal statement.

1.2 We will check your application form and supporting documents. If we decide that they are in order we may invite you to attend an interview either in person or via Skype (or via a similar video calling system). If, following your application and interview (if applicable), you satisfy the University's and our entry criteria we will send you either:

1.2.1 **a conditional offer letter**, offering you a place on the LIPC Course subject to:

- i) you meeting the requirements outlined in that conditional offer letter;
- ii) payment of the Administration Fee; and
- iii) payment of a fee of £500 as advance part payment of the tuition fees (the "Advance Payment").

1.2.2 **an unconditional offer letter** offering you a place on the LIPC Course, subject to:

- i) payment of the Administration Fee; and
- ii) if you are an International Student, payment of 50% of your Pathway course tuition fees as a pre-CAS deposit (the "Pre-CAS Deposit").

1.3 You can accept the conditional or unconditional offer by:

1.3.1 sending the acceptance of offer form to [pathways@dmu.ac.uk](mailto:pathways@dmu.ac.uk), or by post to the address specified in the acceptance of offer form by the Fee Deadline (please remember to quote your student reference number when emailing us); and

1.3.2 paying the Administration Fee and the Advance Payment or Pre-CAS Deposit (as the case may be) in full by the Fee Deadline.

Details of how to make payment are set out in clauses 2.8-2.10 below. A binding agreement between us will be created when we receive your payment of the Administration Fee and the Advance Payment or Pre-CAS Deposit (as the case may be).

1.4 If you received a conditional offer from us but the University considers, in its absolute discretion, that you have failed to meet the conditions stipulated in that conditional offer letter by the date stated on your offer letter, then our Agreement will terminate immediately on written notice to you and we will refund your Advance Payment.

1.5 Following acceptance of your offer and provided that the University considers (in its absolute discretion) that you have met the conditions stipulated in your conditional offer letter (if applicable), we will notify you of this and you must send us by the date stated in your offer letter the following:

- 1.5.1 if you are having all or part of your fees paid for by a third party ("Financial Sponsor"), a copy of a letter on headed paper from the Financial Sponsor confirming such financial support;
- 1.5.2 if you will be under 18 years on the date of your Enrolment, a signed parental consent form located within section 5 of the Acceptance of Offer Form (received on receipt of unconditional offer)
- 1.5.3 any other documents that we may reasonably request.

If you do not provide us with the information requested, to the University's satisfaction, we may dismiss you from the LIPC Course and terminate our Agreement immediately by written notice to you.

***The following clauses 1.6 – 1.13 apply to International Students only.***

1.6 Following acceptance of your offer and provided that you have (in the University's absolute discretion) met the conditions stipulated in your conditional offer letter (if applicable), if you are an International Student (and therefore require a Confirmation of Acceptance of Study ("CAS") to study at the LIPC) you must send us by the date notified to you:

- 1.6.1 full payment of the first term's tuition fees (less any Advance Payment or Pre-CAS Deposit already received by us);
- 1.6.2 if requested, full payment of three terms' tuition fees (less any Advance Payment or Pre-CAS Deposit already received by us). We may request full payment of three terms' tuition fees if, for example but without limitation, at the date of your application there are less than three (3) months before the LIPC Course commencement date. This payment is to ensure that you have a genuine intention to study at the LIPC.

Details of tuition fees payable for your chosen LIPC Course are located on your offer letter.

1.7 Once we have received:

- 1.7.1 the payment in accordance with clause 1.6 above; and
- 1.7.2 the other documents listed in clause 1.5 above (if applicable),

and provided that the documents are in order and you meet the relevant entry criteria, you will be assigned a CAS issued by De Montfort University, to enable you to apply for UK entry clearance / further leave to remain as a student. The CAS will be assigned to you no earlier than three (3) months prior to the LIPC Course start date. You must ensure that the details on your acceptance of offer form are correct as these will be replicated on your CAS and errors can cause delays or refusals. For the avoidance of

doubt, the UKVI grants such applications in its sole discretion and neither the University nor OIEG accept any responsibility for the success or failure of any student visa application.

- 1.8 You agree to keep us updated on the progress of your application and, if applying from within the UK, send us a receipt of posting as confirmation of submission of your visa application.
- 1.9 Immediately upon notification from the UKVI, you agree to confirm to us the outcome of your visa application, whether the application is granted or refused. You agree to let us know of any delay to your application.
- 1.10 If your visa application is granted in-country (i.e. within the UK), the UKVI will issue a biometric appointment letter and in turn a biometric ID card, which you should receive by post. If your visa is granted out-of-country your passport will be endorsed with entry clearance. You must send us copies of all documents you receive from the UKVI, including (without limitation) the biometric ID card, immediately on receipt thereof. Failure to do so may result in us dismissing you from your LIPC Course and terminating our Agreement.
- 1.11 If your visa application is refused, you must provide us with a copy of your refusal of entry clearance/ leave to remain notification immediately upon receipt. If you still wish to study on the LIPC Course you must notify us within [10 days] of the refusal and provide us with:
  - 1.11.1 documentation to demonstrate that you have addressed the reason for the refusal;
  - 1.11.2 full payment of your tuition fees for the whole LIPC Course; and
  - 1.11.3 a further administration fee of £100 .

Upon receipt of the above, the University will decide whether it is appropriate to issue you with a new CAS. This decision will be based on your details, the timescale for enrolment on the LIPC Course, the reason for the previous visa refusal, the risk of another refusal and any other reason that the University, in its sole discretion, deem appropriate. If the University decides to issue and assign you with a new CAS, the provisions of clauses 1.8 – 1.12 will apply in relation to this new application for UK entry clearance/ further leave to remain as a student as they did to your original application (with the necessary changes made). If the University decides not to issue you with a new CAS we will refund any fees paid to us less the administration fee and the CAS fee. If your second visa application is refused the University will not assign any further CAS's to you.

- 1.12 If you do not notify us of your wish to reapply for a student visa in accordance with clause 1.11 above, our Agreement will terminate immediately upon written notification from us.
- 1.13 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 apply for your LIPC Course. As required by the UKVI, even if you have provided such evidence, we may, at any time, dismiss you from your LIPC Course and terminate our Agreement immediately upon written notice if the University and/ or OIEG consider that you do not meet the relevant English language requirement and subject to clause 7.2 you will not be entitled to any refund.

1.14 Even if you satisfy the University's and our entry criteria, your application may be declined for other reasons such as over-subscription for the relevant LIPC Course.

#### **Enrolment**

1.15 Prior to Enrolment, we will send you our pre-arrival pack that will contain pre-arrival information such as "what to do next", "what to bring", a "pre-departure checklist" and a certificate of authorisation. We will also notify you of your date for Enrolment. If you are an International Student, your latest date for Enrolment will be written on your CAS statement at the time it is assigned to you. If you miss your date for Enrolment for any reason then subject to the payment of the Late Enrolment Fee (as defined in clause 2.4.1(a) below), we may (in the University's absolute discretion) allow you to enrol on the LIPC Course.

1.16 At Enrolment as part of our screening process, you will be required to provide us with the original documentation described in the welcome pack, which shall include (without limitation):

- 1.16.1 the documentation listed in clauses 1.1.1 (a) to 1.1.1 (e) above;
- 1.16.2 the documentation requested in your offer letter (if applicable);
- 1.16.3 if you are having all or part of your fees paid for by a Financial Sponsor, the original confirmatory letter on headed paper from the Financial Sponsor;
- 1.16.4 If you are an International Student any additional documentation or information set out in clauses 5.7 and 5.8 (below);
- 1.16.5 if you are taking out your own accident and medical insurance policy, proof that you have adequate cover under that insurance policy; and
- 1.16.6 if you have learning difficulties or a disability or medical condition affecting your attendance, your Statement of Special Educational Needs or other supporting documents.

If you do not provide us with the information requested, to the University's satisfaction, we may dismiss you from the LIPC Course and terminate our Agreement immediately by written notice to you.

1.17 Upon our satisfactory receipt of the original documentation mentioned in clause 1.15 (above) and presentation of the certificate of authorisation you shall proceed to induction. Induction will take place at the time and place specified by us in your welcome pack.

1.18 For the avoidance of doubt, the University is responsible for all decisions relating to your admission, enrolment and progress on the LIPC Course and any decisions made by the University will be final.

## **2. Payment of Fees and Additional Costs**

2.1 The LIPC Course tuition fees are detailed on the tuition fees list (which can be found in the prospectus at [www.dmu.ac.uk/documents/dlipc/dlipc-brochure-2014.pdf](http://www.dmu.ac.uk/documents/dlipc/dlipc-brochure-2014.pdf) ("Fees"). You may also be required to pay additional administration costs and/or third party costs, described in clause 2.4 below ("Additional Costs").

2.2 Unless you have paid your Fees in full prior to the start of the LIPC Course fees are payable termly and should be paid to us, in full, at least one month prior to the start of that term unless we, in our absolute discretion, agree that you may pay the Fees in instalments. If we agree to payments by instalments, you must make your payments in accordance with the agreed instalment plan.

2.3 If a Financial Sponsor is paying your fees on your behalf, you must ensure the Financial Sponsor is made aware of these Terms before you submit your application form to us. You are responsible for payment of your Fees and any Additional Costs even if you arrange for a Financial Sponsor to pay these on your behalf. Our Agreement shall be with you and not with any sponsor, who shall not be party to the Agreement.

2.4 In addition to the Fees and the Administration Fee, you may also be required to pay the following Additional Costs:

2.4.1 fees payable to us, including:

- (a) if you are late enrolling on an LIPC Course, a late enrolment fee of £100 per academic week that you are late enrolling (such fee to be adjusted pro rata in relation to any part of an academic week that you are late enrolling), to be capped at a maximum of £400 (the "Late Enrolment Fee").
- (b) administration charges for any late or dishonoured payments ("Default Payments");
- (c) insurance fees if you are taking out the OIEG Insurance Policy;
- (d) an administration fee and, if applicable, a CAS fee, for (i) any changes to your study plan in accordance with clause 1.17 or LIPC Course deferral granted in accordance with clause 5.6; or (ii) applications for further leave to remain in accordance with clause 6.8;
- (e) bank charges, surcharges and/ or commission; and
- (f) a re-attendance fee if you wish to re-attend your LIPC Course or any part thereof.

2.4.2 fees payable to third parties, including:

- (a) student memberships and professional body fees (including, without limitation, sports centre membership fees and health centre fees (if applicable));
- (b) a re-sit fee if you wish to re-sit an examination; and
- (c) any other costs or expenses that you may incur in the course of your studies or in connection with our Agreement (including without limitation, the costs of purchasing textbooks, course materials, library costs, printing costs, your accommodation and accommodation security deposits, vacation accommodation, taxi charges, fax costs, bedding packs, insurance fees, medical fees, administration fee for accommodation changes, field trips, food, and travel costs).

- 2.5 The Additional Costs are payable as and when requested by us or, if such costs are payable to a third party, when requested by that third party. The Additional Costs payable to us can be paid for directly or will be charged to your LIPC student account or University student account (as applicable) (as elected by you). Third party costs shall be payable directly to that third party. Accommodation fees are payable in accordance with your Tenancy Agreement.
- 2.6 The Fees are, as far as we are aware, correct at the time of publication. For the avoidance of doubt, we have no control over or responsibility for fees payable to third parties.
- 2.7 If you fail to pay any part of your Fees or any Additional Costs for any reason, we reserve the right (at our discretion) to take one or more of the following actions:
  - 2.7.1 suspend or exclude you from your LIPC Course;
  - 2.7.2 prevent you from registering for your LIPC Course examinations;
  - 2.7.3 prohibit you from sitting your LIPC Course examinations;
  - withhold any documentation required for a visa extension;
  - 2.7.4 take legal action against you to recover the Fees and any Additional Costs payable to us, plus our reasonable expenses for the costs of taking such an action;
  - 2.7.5 terminate our Agreement immediately on written notice; and/ or
  - 2.7.6 charge you interest on the overdue amount at the rate of 2% a year above the base lending rate of National Westminster Bank PLC from time to time. This interest shall accrue from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with the overdue amount.

#### **Accounts Procedures – payments**

- 2.8 You can pay us by [online payment], bank or building society transfer or credit card in accordance with the instructions set out in your offer letter. Please ensure that you include your name and your student reference number on any transfer instructions and indicate that the payment is in respect of tuition fees.
- 2.9 You are responsible for any bank charges and commission payable for sending and receiving funds.
- 2.10 Credit card payments are subject to a 2% surcharge.
- 2.11 Account communications will be sent to both the person paying the fees on your behalf (if applicable) and you unless you provide us with written instructions to the contrary.

#### **3 Your Obligations**

- 3.1 You confirm that all the information provided on your acceptance of offer form (as may be amended by you on the acceptance of offer form), is complete, up-to-date and accurate in all respects.
- 3.2 You are required and agree to:
  - 3.2.1 enrol at the start of your LIPC Course;

- 3.2.2 prior to arrival in the UK, provide us with your personal email address and your mobile telephone number that you will be using in the UK so that we may maintain contact with you.
- 3.2.3 register for assessments in good time;
- 3.2.4 comply with these Terms, the terms of your offer letter, and the following codes, procedures and policies:
  - (i) OIEG Student Admissions Policy;
  - (ii) the University Code of Conduct;
  - (iii) if you are under 18 years, the University's Entry Policy for Students Under the Age of 18 Years;
  - (iv) OIEG' and the University's Complaints Procedure;
  - (v) LIPC's attendance and punctuality policy;
  - (vi) your Tenancy Agreement;
  - (vii) your insurance policy; and
  - (viii) any other OIEG or University regulations, policies and procedures from time to time in force, and the reasonable requests of our staff and the staff of the University;
- 3.2.5 either (a) take out and maintain appropriate accident and medical insurance policies for the duration of the LIPC Course with a reputable insurer or (b) take out the OIEG Insurance Policy. If you take out your own insurance, you must provide us with proof of such insurance policy at Enrolment. Please note that cover under the OIEG Insurance Policy does not commence until the insurance fees have been paid in full. You may take out the OIEG Insurance Policy at any time up to and including the date of your Enrolment. These Terms do not apply in relation to the OIEG Insurance Policy, which is subject to Endsleigh® International's terms and conditions details of which can be found at [http://www.oxfordinternational.com/wp-content/uploads/2016/07/Policy\\_2016\\_Oxford-International-Education-and-Travel-Limited\\_IL9.pdf](http://www.oxfordinternational.com/wp-content/uploads/2016/07/Policy_2016_Oxford-International-Education-and-Travel-Limited_IL9.pdf). Any fees paid to us for cover under the OIEG Insurance Policy are subject to Endsleigh® International's refund policy.
- 3.2.6 if you have a formal complaint, use the complaints procedure for either OIEG or the University (as the case may be) depending on which body is delivering the service giving rise to your complaint;
- 3.2.7 comply with all requirements imposed by law, regulation or judicial order at any time. These may include (without limitation) criminal checks, health checks and adherence to the English language requirements stipulated in clause 5.2 below;
- 3.2.8 keep us informed of:
  - (a) any change in your visa status; and

- (b) any changes to the personal information (including your home address, telephone numbers and next of kin) provided in your application form;
- 3.2.9 declare any criminal charges pending against you and any criminal convictions, either on your application form or immediately after receipt of any such charge or conviction if these arise during your LIPC Course;
- 3.2.10 submit your own work and not plagiarise the work of others;
- 3.2.11 behave appropriately at all times and in such a manner as not to:
  - (a) cause a nuisance, injury or damage to other persons (in particular, other students, our staff and any visitors) or to any of our property;
  - (b) impede or prevent the provision of any programme of study offered by us; or
  - (c) cause damage to our reputation.

3.3 If you fail to comply with your obligations under clause 3.2, we may:

- 3.3.1 notify you of such failure and where appropriate arrange a meeting with you; and / or
- 3.3.2 if your breach is serious or persistent, dismiss you with immediate effect from your LIPC Course and terminate our Agreement immediately on written notice.

3.4 You are required to 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 LIPC Course, if this may affect your ability to fully attend the LIPC Course. If an independent medical practitioner acting in their reasonable discretion considers that any medical procedures you notify us of in accordance with this clause 3.4 are avoidable or could be undertaken at a time (other than during the LIPC Course), then we may ask you to postpone such treatment and if you refuse, we may dismiss you from the LIPC Course and terminate our Agreement immediately on written notice.

3.5 You are required to attend your LIPC Course in full and comply with the LIPC attendance and punctuality policy. You must indicate your attendance at each class (by notifying your tutor that you are present who will then log your attendance on our automated registry system or as we may otherwise specify).

3.6 **Authorised Absences:** If you are unable to attend all or any part of the LIPC Course, you must:

- 3.6.1 in the case of planned absences, notify us at least 24 hours prior to the beginning of a potential planned absence, letting us know the reason for such absence so we may confirm if the absence is permitted; and
- 3.6.2 in the case of illness, telephone the LIPC administration office (contact details to be found at [www.dmu.ac.uk/pathways](http://www.dmu.ac.uk/pathways)) before 9.00am on each day of the absence.

Within seven days of your return, you must complete an absence form and provide us with written evidence, or in the case of illness lasting more than **three** (3) days, a medical certificate. If you do not obtain prior authorisation for an absence or you do not telephone us in accordance with this clause, or you do not provide a satisfactory absence form or medical certificate (as

applicable), your absence will be recorded as unauthorised.

3.7 **THIS CLAUSE IS APPLICABLE TO INTERNATIONAL STUDENTS ONLY:** If you do not notify us on or before the day of any absence letting us know that you are unable to attend all or part of the LIPC Course on that day or you are not granted permission for an authorised absence, your absence will be recorded as an unauthorised absence. If you take consecutive days as unauthorised absences, we will take the following action:

- 3.7.1 Day 1: no action;
- 3.7.2 Day 2: we will call you (or if you are under 18 years old, we may notify your parent(s) or legal guardian)
- 3.7.3 Day 4: we will send you a warning letter via email;
- 3.7.4 Day 6: we will contact your agent and/ or emergency contact and inform them of your unauthorised absence;
- 3.7.5 Day 7: we will call you and send you a second warning letter via email explaining that you are approaching 10 consecutive days of unauthorised absence;
- 3.7.6 Day 10: we may advise you that you are no longer sponsored by De Montfort University and you should leave the U.K; secure sponsorship from an alternative Tier 4 sponsor; or change to a different immigration category.

3.8 **THIS CLAUSE IS APPLICABLE TO INTERNATIONAL STUDENTS ONLY:** if you are an International Student, you must attend a minimum of 80% of your timetabled engagements for the LIPC Course. If you do not attain this level of attendance, we may decide not to grant you a certificate of attendance. In addition, we may terminate our Agreement, dismiss you from the LIPC Course, withdraw your sponsorship and notify the UKVI.

3.9 If your attendance is not, in the University's or our reasonable discretion, of a satisfactory standard (regardless of the reason for any absence and whether on a cumulative or consecutive basis), we will provide written notice to you that continued failure to attend the LIPC Course may result in your dismissal from the LIPC Course. If, following such notice, your attendance on the LIPC Course continues to be unsatisfactory (in the University's or our reasonable discretion), we reserve the right to dismiss you with immediate effect at any time from the LIPC Course and terminate our Agreement by written notice.

3.10 Please note that in the event of termination for non-attendance, we may:

- 3.10.1 notify any relevant authority (e.g. NHS, Transport for London, local council, your bank or HM Revenue and Customs) that you are no longer a student;
- 3.10.2 if you are under 18 years old, notify your parent(s) or legal guardian that you are no longer a student; and/ or
- 3.10.3 notify your Financial Sponsor (if applicable) that you are no longer a student.

3.11 You must ensure that the information supplied by you in connection with your application is complete and correct and you agree that the giving of false or incomplete information or documents may lead to the refusal of your application or suspension or expulsion from the course. If you give us or the University false or fraudulent information or documents, we will charge an administration fee of £1,000 to cover the costs to us of investigating the fraud, expelling you and taking any necessary legal advice. This is a genuine estimate of our loss. We may deduct this fee from the balance of any course fees which may be refundable to you under clause 7.2; or alternatively claim payment of this fee from you. **For International Students**, we may also withdraw visa sponsorship and report the student to the UKVI, which may require you to leave the UK and be banned from entering the UK for up to 10 years.

#### **4 Our Rights and Obligations**

- 4.1 We shall provide an education service with reasonable skill and care.
- 4.2 We have the right to revise and amend these Terms from time to time and will give you prior notice of any changes to our Terms.
- 4.3 LIPC Course start and end dates are not expected to change. However, we reserve the right to change LIPC Course dates, cancel LIPC Courses, change tutors and locations from the published timetables for reasons such as non-availability of venues, insufficient take-up of the relevant LIPC Course, and sickness or other absence of tutors. We will give as much notice and explanation of any such change as is reasonably possible and, we will try to offer an alternative academic programme (visa regulations permitting).
- 4.4 If any change we make pursuant to clause 4.2 or 4.3 substantially varies our Agreement, you may withdraw from the LIPC Course and terminate our Agreement immediately by written notice and:
  - 4.4.1 if you withdraw prior to the LIPC course start date, we will provide you with a full refund of the Fees (including any Advance Payment or Pre-CAS Deposit (as the case may be)) and Administration Fee already paid to us and any reasonable costs already incurred by you in relation to the LIPC Course, such as Visa fees and travel costs directly relating to the LIPC Course; or
  - 4.4.2 if you withdraw on or after the LIPC Course start date we will provide you with an appropriate refund taking into consideration the proportion of the LIPC Course at the time of termination of our Agreement and any reasonable costs already incurred by you in relation to the LIPC Course such as Visa fees and travel costs directly relating to the LIPC Course.
- 4.5 We will register you with any applicable professional bodies as a De Montfort University student member.

## **5 THIS CLAUSE IS ONLY APPLICABLE TO INTERNATIONAL STUDENTS: Visa Compliance**

- 5.1 You confirm that you enter into our Agreement for the purposes of undertaking and completing your LIPC Course and not for any other purpose, including without limitation to seek employment or healthcare during the period of the LIPC Course.
- 5.2 You must adhere to all rules, regulations and requirements as stipulated by the UKVI and by us regarding student visas. UKVI rules, regulations and requirements are available to read at [www.gov.uk/tier-4-general-visa](http://www.gov.uk/tier-4-general-visa)
- 5.3 Subject to clauses 5.4 and 7.6 below, if your visa application is refused, then any Fees (including without limitation the Pre-CAS Deposit) paid will be refunded and any fees paid in respect of the OIEG Insurance Policy (provided you have not entered the UK) will be refunded. In such circumstances, the Administration Fee is non-refundable.
- 5.4 Subject to clause 7.6, if your visa application is refused due to an error by OIEG, the University, an OIEG agent or the UKVI, then any Fees (including without limitation the Pre-CAS Deposit) paid will be refunded and any fees paid in respect of the OIEG Insurance Policy (provided you have not entered the UK) will be refunded. In such circumstances the Administration Fee will also be refunded.
- 5.5 You confirm that in the event of termination of our Agreement for any reason, you will not proceed with any visa application on the basis of your application to us. We will cancel any CAS (if not used) or, in the event that this is not possible, we will notify the UKVI that we are withdrawing sponsorship and your visa will be curtailed accordingly.
- 5.6 You must complete your LIPC Course within the timeframe specified in your CAS, failing which we may dismiss you from the LIPC Course and terminate our Agreement immediately on written notice. If you are unable to complete the LIPC Course due to illness or for any other reason, we will try to accommodate you on a later LIPC Course. In the event of such deferral, we may need to withdraw our sponsorship (to comply with our UKVI requirements), and require you to reapply for your LIPC Course from your home country.
- 5.7 On Enrolment you must provide us with the following information:
  - 5.7.1 your current original passport containing your UK immigration status document and original biometric residence permit (if applicable), to enable us to take a photocopy/electronic copy of the relevant page; and
  - 5.7.2 any original documents relied on in support of your application.
- 5.8 On Enrolment and at all times during your studies on the LIPC Course you must provide us with:
  - 5.8.1 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;
  - 5.8.2 prior notification of any intended absence from your LIPC Course for any period

together with the reason for such absence and any supporting evidence described in clause 3.4;

5.8.2 prior notification of any intended withdrawal from your LIPC Course, 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;

5.8.3 prior notification of commencing any paid employment; and

5.8.4 any other information or change in circumstances which could affect your immigration and visa status.

5.9 We are required to provide certain information about you to the UKVI if you do not comply with UKVI rules, for example where:

5.9.1 you fail to report to the LIPC at Enrolment;

5.9.2 you miss 10 consecutive expected contact points;

5.9.3 you successfully complete your LIPC Course in a shorter period than originally planned;

5.9.4 you cancel or we dismiss you from the LIPC Course for any reason; or

5.9.5 for any other reason at the UKVI's reasonable request.

5.10 If you or we terminate our Agreement for any reason, we will cancel any CAS (if not used) or, in the event that this is not possible, we will notify the UKVI that the University is withdrawing sponsorship and your visa will be curtailed accordingly.

5.11 The University is entitled to withdraw visa support from you, and we may terminate our Agreement immediately on written notice at any time for:

5.11.1 non-payment of Fees or any Additional Costs;

5.11.2 failure to meet the ongoing attendance requirements;

5.11.3 late commencement of study and/ or late enrolment; or

5.11.4 any other failure (past or present) to meet visa regulations and/ or UKVI requirements and/ or failure to demonstrate (in our opinion) satisfactory academic progression.

We will, where we consider it appropriate, give you reasonable warning.

5.12 We reserve the right to inform the appropriate authorities (including, without limitation, the UKVI) where:

5.12.1 you have been removed from studying with us for any of the reasons described in clause 5.9 (above);

5.12.2 you are failing to meet ongoing attendance requirements;

5.12.3 you are failing (in our opinion or the opinion of the University) to make satisfactory academic progress; or

5.12.4 you have committed any breach of these Terms.

5.13 Before you complete your LIPC Course, you must:

- 5.13.1 if you are not progressing to a University Course, inform us in writing whether you are leaving the UK (either to return to your home country or otherwise) or remaining in the UK and, if remaining, on what basis (for example, without limitation, as a student undertaking a further course of study with a different education provider); and
- 5.13.2 provide us with supporting documentation as evidence of your plans (for example, without limitation, a copy of your return air flight ticket or an enrolment offer).

## **6 Cancellation Rights, Withdrawal from the LIPC, LIPC Course Transfers and Termination**

6.1 If you submitted your application form by fax, post or email (but not when you submit it in person) then a fourteen (14) day cancellation right will apply. You are entitled to cancel our Agreement for any reason within fourteen (14) days starting from the day after the Fee Deadline date (the "Cancellation Period").

If you decide to cancel our Agreement, you must notify us within the Cancellation Period by post, fax or email at the contact details provided on our website. Subject to clause 6.2 below, if you cancel in accordance with this clause 6.1 we will, refund:

- 6.1.1 any Fees (including, without limitation, the Advance Payment or the Pre-CAS Deposit (as the case may be)); and

- 6.1.2 the Administration Fee,

already paid to us by you (or by your Financial Sponsor), less any reasonable administration costs incurred in dealing with such cancellation, within fourteen (14) days of receiving such notice of cancellation.

6.2 If you have expressly authorised us to provide education services to you within the Cancellation Period we are entitled to deduct a fee for the education services you have received up until the date of cancellation. If you enrol on the LIPC Course within the Cancellation Period, you expressly authorise us to provide the education services to you within that Cancellation Period.

6.3 Subject to clauses 6.1 and 6.5 below, once you have enrolled on the LIPC Course, if you wish to withdraw from it, you must provide us with a minimum of one academic term's written notice ("Withdrawal Notice"). Subject to clause 7.2 below, you will remain liable to pay the Fees for that term whether or not you attend lessons during that term. For the avoidance of doubt, if as part of your LIPC Course you are studying the pre-sessional English Course, you are automatically enrolled to progress onto the Pathway Programme (if, in the University's discretion, a satisfactory level of English language competency has been achieved). Therefore, if you do not wish to progress on to the Pathway Programme, you must provide the Withdrawal Notice in accordance with this clause 6.3.

6.4 Where your withdrawal is due to illness, subject to the terms of your accident and medical insurance, you may be able to recover some or all of the Fees from your insurer.

6.5 If you need to withdraw from the LIPC Course due to exceptional circumstances which mean that you are unable to give one academic term's notice, you should inform us immediately. If (in our reasonable opinion) we agree in writing that the circumstances are exceptional, you may terminate our Agreement immediately by written notice and we will refund your Fees (including without limitation, the Advance Payment or the Pre-CAS Deposit), less your tuition and assessment costs up to the date of such withdrawal. In such circumstances, the Administration Fee is non-refundable.

6.6 We may grant LIPC Course transfers in our absolute discretion provided that at all times:

- 6.6.1 you apply in writing no later than [six weeks] before the start of your LIPC Course date; and
- 6.6.2 the new LIPC Course meets the UKVI requirements including (without limitation) the progression requirement.

We will report all LIPC Course transfers to the UKVI. If your visa does not cover the period required to complete the new LIPC Course, you will need to apply for a new visa for further leave to remain. Subject to your payment of an administration fee of £100, the University may, in its absolute discretion, issue and assign to you a further CAS to enable you to make your "leave to remain" application. If your new LIPC Course is shorter than the LIPC Course for which you were issued a visa, your new course end date will be notified to the UKVI immediately and your leave will be curtailed accordingly.

6.7 If you wish to defer your LIPC Course after your arrive in the UK, you must inform us immediately. A deferral will result in the University withdrawing sponsorship and your leave being curtailed. When you are ready to recommence your studies, you will need to reapply for a CAS. If you comply with these Terms and the UKVI regulations and any further requirements we may stipulate (including, without limitation, payment of an administration fee of £100), the University may issue you a further CAS. If you are in the UK when sponsorship is withdrawn, you will have to leave the UK, switch into another visa category or change sponsor.

6.8 If (a) your visa expires before you complete your LIPC Course and you need to apply for a new visa for further leave to remain to complete your studies or (b) you require a further CAS to study on your University Course, the University will issue and assign to you a CAS to enable you to do so, provided that:

- 6.8.1 in the University's reasonable opinion, you are making satisfactory progress in your studies;
- 6.8.2 you have complied with all rules, regulations, and requirements as stipulated by the UKVI, the University and by us regarding student visas;
- 6.8.3 you do not owe us [or the University] any money;
- 6.8.4 neither the University nor OIEG has grounds to believe that your visa application could be refused;

- 6.8.5 you pay an administration fee of [£100] either to us or to the University, as notified; and
- 6.8.6 if requested by the UKVI, you attend a visa appointment.

6.9 If your application for a new visa for further leave to remain is refused, the University and/ or OIEG reserve the right to do all or any of the following:

- 6.9.1 not issue a further CAS;
- 6.9.2 dismiss you from the LIPC Course;
- 6.9.3 prevent you from progressing through to the University Course; and/ or
- 6.9.4 terminate our Agreement immediately upon written notice.

## **7 Refund Policy**

- 7.1 If we do not accept you on the LIPC Course or you fail to meet the conditions stipulated in your conditional offer (if applicable), we will refund any Fees (including, without limitation, the Advance Payment or the Pre-CAS Deposit (as the case may be)) (but not the Administration Fee) already paid by you (or your Sponsor).
- 7.2 Subject to clause 7.3 below, if you or we terminate our Agreement for any reason and if we are able to accept another student onto the LIPC Course in your place, we will refund any Fees (including, without limitation, the Advance Payment or the Pre-CAS Deposit (as the case may be)) (but not the Administration Fee) already paid by you, in full. We may not be able to accept another student on the LIPC Course (for example, where the LIPC Course has started before or shortly after you withdraw).
- 7.3 If we refund Fees for any reason, we may deduct all costs reasonably incurred and losses suffered as a result of any withdrawal, dismissal, cancellation or termination, including without limitation bank charges; any payment by us to agents and other third parties for assisting in your recruitment; and your tuition and assessment costs up to the date of such cancellation or termination.
- 7.4 Except as provided in clauses 4.4, 5.3, 5.4, 6.1, 6.5, 7.1, 7.2, 7.7, if you fail to complete your LIPC Course you will not be eligible for a refund, discount or credit and you will be responsible for your outstanding Fees for the remainder of the LIPC Course.
- 7.5 Unless otherwise specified in our Agreement, Additional Costs payable during the course of our Agreement are non-refundable.
- 7.6 If you are an International Student, to claim a refund under clause 5.3 or 5.4, you must send us your Tier 4 refusal letter issued by UKVI, the British Embassy / High Commission.
- 7.7 If you withdraw from the LIPC Course and a CAS has not been assigned to you:
  - 7.7.1 more than eight (8) weeks prior to the LIPC Course start date, we will refund the Fees (including, without limitation, the Advance Payment or the Pre-CAS Deposit (as the case may be)) already paid to us; or

7.7.2 less than 8 weeks prior to the LIPC Course start date but before Enrolment, subject to clause 7.3, we will refund the Fees (including, without limitation, the Advance Payment or the Pre-CAS Deposit (as the case may be)) already paid to us provided we are able to accept another student onto the LIPC Course in your place.

7.8 If, prior to Enrolment, you withdraw from the LIPC Course and a CAS has been assigned to you, subject to clauses 7.3 and 7.9, we will refund the Fees (including, without limitation, the Advance Payment or the Pre-CAS Deposit (as the case may be)) already paid to us provided we are able to accept another student onto the LIPC Course in your place. In such circumstances, the Administration Fee is non-refundable.

7.9 If you are an International Student and have been granted a visa/further leave to remain for the LIPC Course, to claim a refund under our Agreement you must fully cooperate with us in providing any evidence required by the UKVI such as (without limitation) evidence that you have remained in your home country or commenced your education with another education provider.

## **8 Progression to the University Course**

### **University Course Fee**

8.1 If you are successful in progressing to a University Course, the University Course tuition fees including (without limitation) your first year's tuition fees will be payable by you to the University in accordance with the University's student terms and conditions.

8.2 These Terms do not apply to the University Course (which is subject to the University's student terms and conditions). To view the University student terms and conditions please check the following link: <http://www.dmu.ac.uk/dmu-students/the-student-gateway/academic-support-office/student-regulations.aspx>

### **Academic criteria**

8.3 You are accepted onto an LIPC Course on the strict understanding that your progression through to the University Course is conditional upon your satisfactory and required attendance on your LIPC Course and successful attainment of prescribed performance targets

8.4 You will be formally assessed at least twice a year whilst studying on an LIPC Course. The assessment will take into consideration (without limitation):

- 8.4.1 course work assignments;
- 8.4.2 internal examination results;
- 8.4.3 attendance;
- 8.4.4 English language proficiency; and
- 8.4.5 commitment to study.

8.5 We will notify you if, in the University's absolute discretion, at any time during your LIPC Course you do not meet the required academic or performance criteria. Unless we offer and you accept a place on an alternative LIPC Course, we may:

- 8.5.1 dismiss you from the LIPC Course;
- 8.5.2 terminate our Agreement immediately on written notice and subject to clause 7.2 (above) you will not be entitled to any refund;
- 8.5.3 not allow you to progress on to a University Course; and/ or
- 8.5.4 withdraw sponsorship.

8.6 If you do not meet the University criteria for English language proficiency, you will be expected to take an appropriate English language course at the LIPC.

#### **Withdrawal/variation of degree programmes**

8.7 If, after you have selected the particular University Course upon which you would like to progress, but prior to you completing your LIPC Course, the University discontinues your selected University Course, you may either:

- 8.7.1 withdraw without liability for any fees other than the Fee for the LIPC Course; or
- 8.7.2 transfer to any other University Course (if any) as may be offered by the University for which you are (in the University's sole discretion) qualified.

8.8 If in the circumstances described in clause 8.7 above, you wish to withdraw and enrol in a course at a different university, OIEG and/ or the University shall use their reasonable endeavours to assist you.

#### **Enrolment conditions for progress to University Course**

8.9 You are required as a condition of enrolment on your University Course to:

- 8.9.1 pay all fees due to us prior to the end of the LIPC Course;
- 8.9.2 not be in breach of any of the Terms; and
- 8.9.3 abide by the University's terms and conditions. (To view the University student terms and conditions please check the following link: <http://www.dmu.ac.uk/dmu-students/the-student-gateway/academic-support-office/student-regulations.aspx>).

8.10 The provision of a facility or service (such as the library) may attract an Additional Cost. OIEG and/or the University will make this clear in advance. If you contract voluntarily to receive an extra facility or service from the University, but subsequently fail to pay all or part of the agreed charge, the University maintains the right to withdraw the service and to recoup any outstanding charge from you.

If you require a second CAS to enable you to progress on to study on your University Course, you must contact us at least 3 months before your visa expires to allow time for the visa extension process.

### **9 Information Sharing and Data Protection**

Please refer to our privacy policy at <http://www.dmu.ac.uk/alumni/keep-in-touch/privacy-policy.aspx> for details of how we use the information that we collect from you.

## **10 Liability**

### **Personal belongings and contents insurance**

- 10.1 OIEG and the University take all reasonable precautions to ensure your safety and security whilst on the campus and in your University-managed accommodation.
- 10.2 Neither OIEG nor the University accepts any responsibility or liability for any loss or damage to your personal property (including computer equipment and software), including any direct, financial or any other reasonably foreseeable loss, where such loss or damage is as a result of theft, fire, flood, computer virus or any cause relating to our computing facilities, or any other cause, except where such loss or damage is caused by our negligence or the negligence of our employees or agents.
- 10.3 We do not insure your personal possessions and we are not liable for any loss or damage should you fail to arrange your own appropriate insurance cover. All students, therefore, are strongly advised to take out a contents insurance policy. If you take out cover under the OIEG Insurance Policy, loss or damage to personal property can be covered within the terms of this policy.

### **Breakages**

- 10.4 You are responsible for payment for any damage you cause to OIEG or University property, premises or to any accommodation that we may arrange for you, including (without limitation) any fixtures and fittings.

### **Campus services not provided by the University**

- 10.5 Some facilities, services or equipment are provided on campus by third parties and not by the University or us (e.g. the Health Centre, or the Students' Union). Whilst OIEG and the University will endeavour to ensure that those facilities and services are delivered to a reasonable standard, neither OIEG nor the University accepts responsibility for the standard, availability or nature of such services, facilities and equipment. You acknowledge that each of OIEG and the University reserves the right to withdraw or change such facilities, services and equipment at will.

### **General liability**

- 10.6 Subject to clauses 10.2 and 10.7, the total liability of either party under our Agreement shall not exceed the Fees payable for your LIPC Course or (if we are liable) any insurance cover we may have, whichever shall be the higher.
- 10.7 This clause does not exclude or limit in any way:
  - 10.7.1 either party's liability for death or personal injury caused by its negligence; or
  - 10.7.2 either party's liability for fraud or fraudulent misrepresentation; or

10.7.3 any liability we may have which cannot be excluded or limited under laws relating to discrimination, occupier's liability or health and safety etc.

## **11 Accommodation**

### **Provision of Accommodation**

- 11.1 If you accept an offer of a place on the LIPC Course and you complete the relevant accommodation application procedure by the published accommodation deadlines, we will use our reasonable endeavours to assist you to obtain a place in University-managed accommodation whilst studying on the LIPC Course.
- 11.2 If you miss your Enrolment date for any reason, any accommodation offered to you may be subject to change or you may lose your place.

### **Length of Tenancy**

- 11.3 If you wish to accept the accommodation offered to you, you will be required to pay a deposit and to sign a tenancy agreement with a third party (the "Tenancy Agreement") for a period which may include the Christmas and Easter vacations, if these fall between the start and end dates of your LIPC Course.
- 11.4 In some circumstances, you may be asked to move to alternative accommodation outside of term time.
- 11.5 Any accommodation services provided to you under this clause 11 are provided to you by a third party. Such services are provided to you on the terms and subject to the conditions set out in the Tenancy Agreement.

## **12 Events Outside Our Control**

- 12.1 We will not be liable or responsible for any failure to perform, or delay in performing, any of our obligations under these Terms that is caused by an event outside our reasonable control, including changes in applicable laws, actions or delays by any government authority, or refusals by any such authority to grant any necessary licence ("Force Majeure Event").
- 12.2 Our obligations under these Terms will be suspended for the period that the Force Majeure Event continues, and the time to perform these obligations shall be extended for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

## **13 Intellectual Property**

- 13.1 The copyright, design right and all other intellectual property rights in any LIPC Course materials and other documents or items that we prepare or produce in connection with your LIPC Course will belong to us, or our licensors, absolutely.

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

## 14 Notices

14.1 Any notice or other communication given to a party under or in connection with our Agreement shall be in writing and shall be:

- (a) by pre-paid first-class post or other next working day delivery service at the address mentioned below; or
- (b) sent by email to the email address specified below,

**OIEG:** OIEG Pathways Admissions Team, 259 Greenwich High Road, London, SE10 8NB,  
Email address: [pathways@dmu.ac.uk](mailto:pathways@dmu.ac.uk)

**You:** the correspondence address or email address provided in your application form.

14.2 Any notice or communication shall be deemed to have been received:

- (a) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or
- (b) if sent by email, at 9.00 am on the next Business Day after sending.

14.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## 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 our Agreement is in force, to insist that you perform any of your obligations under our Agreement, or if we do not exercise any of our rights or remedies under our Agreement, 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 The University may directly enforce any provision of this Agreement which is expressly, or by implication, for its benefit.

15.4 Save as provided for in clause 15.3, a person who is not party to this Agreement (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.

15.5 Subject to clauses 4.2 and 4.3, no variation of this Agreement shall be effective unless it is in writing and signed by the LIPC Pathway Manager.

15.6 The Agreement shall be governed by English law and you and we agree to the exclusive jurisdiction of the English courts.

**Acceptance and acknowledgement of terms:**

**This is to confirm that I have read and understood the above terms and agree to be bound by them**

**Name of student .....**

**Signature of student .....**

**Date .....**

**Sending Your Acceptance:**

Electronic submissions can be sent via email to: [pathways@dmu.ac.uk].

Hard copy submissions can be sent by post to: **[OIEG Pathways Admissions Team, 259 Greenwich High Road, London, SE10 8NB]**.