

GENERAL CONDITIONS TO THE ENROLMENT INTO THE PROGRAMMES 2018-19

London

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 <http://www.istitutomarangoni.com/en/campus/london/>. Please note that during your time as a student with us, at 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 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 or email them at admissions.london@istitutomarangoni.com before accepting of our offer. These Terms form part of any contract between you and 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 and you agree to progress your studies on a programme at the School. These Terms set out your rights and obligations as well as the obligations and the limitations of liability to you under any agreement between you and us. In particular, please note our limitation of liability to you in term 13.

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" has the meaning set out in term 2.2;
"International Student" means a student who requires a Tier 4 visa to study in the United Kingdom;
"Programme" means the programme detailed in the offer letter;
"Tuition Fees" has the meaning set out in term 3.2; and
"UKVI" has the meaning set out in term 9.2.4.

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 whole contract between 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; see - ;
1.1.4 the student handbook; see - <http://www.istitutomarangoni.com/en/campus/london/>;
1.1.5 the programme handbook; see - <http://www.istitutomarangoni.com/en/campus/london/>;
1.1.6 the code of conduct; see - <http://www.istitutomarangoni.com/en/campus/london/>;
1.1.7 the disciplinary procedure; see - <http://www.istitutomarangoni.com/en/campus/london/>;
1.1.8 the terms set out in the complaints procedure, the appeals procedure, the assessment document; see - <http://www.istitutomarangoni.com/en/campus/london/>;

1.1.9 the Manchester Metropolitan University policies, procedures and regulations that are applicable to your Programme; see - <http://www.mmu.ac.uk/policy/> and 1.1.10 if you are an International Student: (i) the "Tier 4: Student's responsibilities and Istituto Marangoni's reporting duties"; see - <http://www.istitutomarangoni.com/en/campus/london/> and (ii) any terms accompanying the CAS preview; see - <http://www.istitutomarangoni.com/en/campus/london/>

1.2 Our Contract is formed when you accept an offer of a place on a Programme at the School, in accordance with terms 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 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 substantially changes our Contract, you may choose to withdraw from your Programme and terminate our Contract and 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.

2. Application Process
2.1 The "application form" referred to in these Terms is available to you either via UCAS, online via our admissions portal at <http://admission.istitutomarangoni.com/> or it can be downloaded (or otherwise provided to you via email) as part of the Admissions Pack. 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 annual Enrolment Fee (in the amount stated in the application form or as notified to you by email following completion of the UCAS application) (the "Enrolment Fee") 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/> 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, in accordance with term 3.2 below.

2.3 On receipt of the Enrolment Fee, your completed application form and any documentation (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 Student additional obligations apply, as described on the application form and in term 9.2.1.

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.

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.

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 "Deadline"). If you do not accept the offer by the 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 post. 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 You may not be permitted to enrol with the School, if:
2.9.1 you have not met the conditions set out in your offer (if you received a conditional offer), in which case term 2.0 below will apply;
2.9.2 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 3.12, below;

2.9.3 you have not complied with the financial conditions set out in term 3.11 and 3.14 below, where applicable;
2.9.4 you do not have the correct visa documentation (International Students only);
2.9.5 you have provided incorrect, misleading, untrue or fraudulent information or you have withheld any information that might be relevant to your application for a place on the Programme; and/or

2.9.6 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 in terms 2.9.2 to 2.9.6, we may either suspend or withdraw you from the Programme and terminate our Contract. If we withdraw you from the Programme, (subject to terms 11.6, 11.7 and 11.8) we will refund any Tuition Fees and any other fees paid to us under our Contract.

2.10 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 any Tuition Fees and any other fees paid to us, subject to term 11.7.

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 Fee and the Tuition Fees (for the relevant academic year);
2.11.2 have not been withdrawn from the Programme;
2.11.3 are not suspended 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.

3. Payment of Enrolment Fees, Tuition Fees and Additional Costs
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 and third academic years of your Programme, you must pay the annual Enrolment Fee (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 Fee as a single payment, in cleared funds, by 30 June prior to start of that academic year (October in-take) or by 30 October (February in-take). For the avoidance of doubt, this term applies even if you are involved in re-assessment.

3.3 Subject to term 3.4 below, following acceptance of our offer, you must make payment to us of the tuition fees (in the amount set out in the application form) (the "Tuition Fees") so that we receive the 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; or
3.3.2 for programmes starting in October, on or before 29th August of that same year.

3.4 If you are an International Student, you must pay the Tuition so that we receive the Tuition Fees, as a single payment, in cleared funds, 90 days prior to the start of the Programme, failing which our Contract will terminate automatically, unless we (in our absolute discretion) agree in writing to grant an extension of time.

3.5 If you apply after the deadlines mentioned in terms 3.4 or 3.5 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, failing which our Contract will terminate automatically unless we in our absolute discretion agree in writing to grant an extension of time.

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 Student, a fee 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 for any programme transfer or programme deferral granted in accordance with term 10.3 or 10.5 (as applicable);
(iv) courier charges;
(v) re-attendance fee if you wish to re-attend your Programme or any part thereof; and/or
(vi) charges we may reasonably incur as a result of your failure to comply with these terms of the student handbook

3.6.2 cost of text books, printing costs, re-sit fees;
3.6.3 cost of materials, equipment, studio space hire or other related items
3.6.4 cost of materials, equipment, studio space hire or other related items
3.6.5 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).
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 an 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, as far as we are aware, 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 3% percent. Such increases may include without limitation, increases in the Consumer Price Index, increases resulting from 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, which shall include accommodation fees, and 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 Fee or any Additional Costs for any reason, we reserve the right provided the unpaid amount is not more than 10% of 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 take legal action against you to recover the Tuition Fees payable to us, plus our reasonable expenses for the costs of taking such an action;
3.10.3 prevent you from registering for your Programme examinations;
3.10.4 prohibit you from sitting your Programme examinations;

3.10.5 withhold your exam results and any certificate and not permit you to graduate;
3.10.6 withhold any documentation required for a visa extension; and/or
3.10.7 terminate our Contract immediately on written notice and, where applicable, refund any Tuition Fees, Enrolment Fees or any Additional Fees already paid to us in accordance with our refund policy set out in term 11 below.

3.11 Where you have applied for a tuition fee loan from Student Finance England, you must provide us with a valid entitlement letter from Student Finance England, 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 Student Finance England for each academic year of study whilst on your Programme and for producing a valid entitlement letter from Student Finance England prior to the start each academic year.

3.13 If you are not sponsored by Student Finance England and you withdraw from your Programme, you may still be liable to Student Finance England for either partial or full fees depending on when you withdraw. Furthermore, you may be held liable for any difference between Student Finance England's liability to pay your fees if you withdraw and your total fee liability in such circumstances.

3.14 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 via email to admissions.london@istitutomarangoni.com. We will promptly acknowledge in writing receipt of your cancellation.

4. Your Obligations
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"). Subject to term 4.2 below, we will refund any Tuition Fees, Enrolment Fees and any other Additional 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.

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 via 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 subject to terms 2.9 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 handbook, the code of conduct, the complaints and appeals procedure and the rules of the School;
(ii) any applicable rules, regulations and/or policies related to your Programme and notified to you; - see <http://www.istitutomarangoni.com/en/campus/london/>;
(iii) the reasonable requests of our staff; and all requirements imposed by law, regulation or judicial order at any time. These may include criminal checks, health checks, and adherence to the English language requirement in accordance with term 9.1, if you are an International Student, any rules and/or requirements imposed by the UKVI, including the UKVI policy guidance "Tier 4 of the Points Based System - Policy guidance"; see - <http://www.istitutomarangoni.com/en/campus/london/>

5.2.4 keep us informed of:

(i) any change in your visa status, if you are an International Student; 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 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
(iv) 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 - <http://www.istitutomarangoni.com/en/campus/london/>)

5.4 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 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 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.

5.5 You are required to attend your Programme in full. If your attendance on the Programme falls below the limit 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 terminate our Contract with immediate effect at any time from the Programme and terminate our Contract.

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 your 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 reasonable factors including (without limitation) your attendance on the Programme.

6. Our Rights and 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 descriptions on our website (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 and, to discontinue, merge or combine programmes or make other reasonable changes for reasons such as non-availability of venues, insufficient take up of the relevant programme, sickness or other absence of tutors, or 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:

7.1.2 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.

7.1.3 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 employment demands.

7.1.4 Referring to the optional modules. As indicated within our website the optional modules listed are indicative and may be subject to change. We do not guarantee that an optional unit will always run in any given academic year as options may be dependent on student choice, numbers and staff expertise.

7.1.6 Altering the location of your Programme. For example, following campus consolidation we 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 usually notify and/or consult (depending on the nature of the change) with affected students 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 if we implement the change(s). If you did not consent to the change and our implementation of the change causes you detriment or hardship we will, where appropriate, work with you to try to reduce the adverse effect on you or find an appropriate solution. Some examples of a material change include:

- A change of award or programme title.
- A change to the availability of or discontinuance of a core unit.
- 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 and terminate our Contract immediately by written notice and we will reimburse you for any reasonable costs incurred by you in relation to the Programme, such as visa fees and travel costs directly relating to the Programme, and:

7.4.1 if you withdraw prior to the Programme start date, we will provide a full refund of the Tuition Fees and Enrolment Fee paid to us; or
7.4.2 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.

Events Outside Our Control
7.5 Sometimes circumstances or events may arise which are outside our reasonable control ("Events Outside Our Control"). Examples (without limitation) of Events Outside Our Control include:

- industrial action by School staff or third parties
- the unanticipated departure of key members of School staff or unavoidable specialist staff absence
- acts of terrorism or a security threat
- damage or interruption to buildings, facilities or equipment
- severe weather conditions
- changes in applicable laws, regulations, actions or delays by any government authority or local authority; or
- refusal by any government or local authority to grant any necessary licence.

7.6 Our obligations under these Terms will be suspended for the period that the Event Outside Our Control continues, and the time to perform these obligations shall be extended for the duration of that period. In these circumstances, the School will provide as much notice as possible and will take all reasonable steps to minimise the resultant disruption and to find a solution by which our obligations under our Contract can be performed despite the Events Outside Our Control, by, for example, delivering a modified version of the Programme, or offering affected students the chance to move to another programme, or institution. We will not be liable or responsible for any failure to perform, or delay in performing, any of our obligations under our Contract that is caused by an Event Outside Our Control if the period of delay or non-performance continues for four weeks, either you or we may terminate our Contract immediately by giving written notice to the other party, without liability.

GENERAL CONDITIONS TO THE ENROLMENT IN THE PROGRAMMES 2018-19

London

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, Student Finance England or (for non-International Students) your employer e.g. the NHS (if you are on certain professional courses) or Student Finance England.

9. Visa Compliance

9.1 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. All students who require a UKVI tier 4 visa 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 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 provide you with a refund in accordance with term 11.1 below.

9.2 For International 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 9.2.1 and 9.2.13 below and 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 3.15 above), and (iii) the documentation, information and the 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.isstitutomarangoni.com/en/campus/london/> UKVI rules, regulations and requirements are available to read at <https://www.gov.uk/browse/visas-immigration/student-visas>.

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. 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.

9.2.9 You will inform us immediately if your visa application is refused and send us a copy of the visa refusal letter. In the event that you do not wish to re-apply for a student visa, subject to terms 11.6 we will refund the Enrolment Fee and the fees paid to us subject to term 11.7.

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, we will endeavour to accommodate you on a later programme. 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 Programme from your home country.

9.2.12 On enrolment you must provide us with the following information:

(i) your current 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) prior notification of any intended absence from your Programme for any period together with the reason for such absence and any supporting evidence;

(iii) prior notification of any intended withdrawal from your Programme, with supporting evidence of 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;

(iv) notification of any changes to your nationality, name, gender or facial appearance; and
(v) 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 a UKVI Tier 4 sponsored 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

9.4.7 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 Additional 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 2.9 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.

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 academicservices.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 11.3.

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;

10.2.2 you have provided 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, (see term 2.9.5) or at any other time;

10.2.3 you do not pay the Enrolment Fees or the Tuition Fees (see terms 2.9.2, 2.11.1 and 3.9);

10.2.4 you do not complete your enrolment with the School, at the beginning of each academic year of your Programme;

10.2.5 we decide that you may not continue as a student of the School due to a breach of the student handbook, programme handbook and/or our Code of Conduct – see: <http://www.isstitutomarangoni.com/en/campus/london/>

10.2.6 you fail to meet the progression requirements (set out in Programme documentation – see: <http://www.isstitutomarangoni.com/en/campus/london/>).

10.2.7 your behaviour represents a serious risk to the safety, health and/or welfare of yourself or others;

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.

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 that at all times you apply in writing no later than one week after the commencement of the Programme and pay a non-refundable administration fee of £250.

10.4 If you are an International 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 that at all times you apply in writing no later than one week after the commencement of the Programme and pay a non-refundable administration fee of £250.

10.6 If you are an International Student and you wish to defer your Programme after your arrival 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 Policy

11.1 Subject to term 11.7 below, we will refund the Enrolment Fee, and any other fees paid to us under our Contract (including any Tuition Fees), if:

11.1.1 we do not accept your application for a place on the Programme;

11.1.2 you cancel your place on the Programme in accordance with term 4;

11.1.3 we terminate our Contract because you do not meet the relevant English language requirement; and

11.1.4 your visa application is not granted and you provide us with a copy of the refusal letter in accordance with term 11.6.

11.2 If you withdraw from the Programme pursuant to term 7.4, we will provide you with a refund subject to terms 7.4.1 and 7.4.2.

11.3 Where you withdraw from the Programme under term 10.1, and we are unable to accept another student on to your Programme in your place, subject to term 11.4 and 11.7, you will be entitled to a refund as follows:

11.3.1 if you provide us with written notice of cancellation of your Programme 90 days or more prior to the commencement of your Programme you will be entitled to a refund of 100% of any Tuition Fee and any other fees paid to us under our Contract;

11.3.2 if you provide us with written notice of cancellation of the Programme less than 90 days but 60 days or more prior to the commencement of your Programme you will be entitled to a refund of 70% of any Tuition Fee and any other fees paid to us under our Contract;

11.3.3 if you provide us with written notice of cancellation of your Programme less than 60 days but 30 days or more prior to the commencement of the Programme, you will be entitled to a refund of 50% of any Tuition Fee and any other fees paid to us under our Contract;

11.3.4 if you provide us with written notice of cancellation of your Programme less than 30 days but before or on the commencement date of the Programme you will be entitled to a refund of 30% of any Tuition Fee and any other fees paid to us under our Contract; and

11.3.5 if you cancel your Programme at any time after the first day of class you will not be entitled to a refund of any fees paid to us under our Contract.

11.4 Where you withdraw from the Programme under term 10.1, if we are able to accept another student onto your Programme in your place we will provide you with a full refund of all Tuition Fees and any other fees paid to us under our Contract subject to the following deductions:

11.4.1 any reasonable administration costs relating to the recruitment of a replacement student; and

11.4.2 your tuition and assessment costs up to the date of such withdrawal, dismissal, cancellation or termination (if applicable).

11.5 Where we withdraw you from the Programme under terms 3.9, 5.3, 5.4, 5.5, 9.1 or 10.2, subject to term 11.7 below, you will be entitled to a refund as follows:

11.5.1 if we withdraw you on or prior to the Programme start date, we will provide a full refund of the Tuition Fees and Enrolment Fee paid to us; or

11.5.2 if we withdraw you after the Programme start date, we will not provide you with a refund unless we are able to accept another student onto the Programme in your place, in which case we will provide you with a full refund of all Tuition Fees and any other fees paid to us under our Contract subject to the following deductions:

(i) any payment by us to agents and other third parties for assisting in your recruitment; and

(ii) your tuition and assessment costs up to the date of such withdrawal, dismissal, cancellation or termination (if applicable).

11.6 To claim a refund under term 11.1.4, you must send us your Tier 4 refusal letter issued by UKVI, the British Embassy or High Commission no later than 30 days after the start of the Programme.

11.8 All refund payments payable under terms 2.9, 2.10, 3.9, 5.3-5.5, 9.1, 9.2.10, 10.1 and 10.2 will be subject to a deduction of an administration charge of £250.

12. Information Sharing and Data Protection

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

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 7.5 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 the total Tuition Fees payable and 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; 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 all any other documents or items that we prepare, produce (which shall for 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 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:

14.3.1 you are a postgraduate student and receive a School studentship in which case such IPR will be owned by the School subject to any alternative arrangements with you;

14.3.2 you are a postgraduate student and receive a bursary (or Scholarship) from, or have your fees paid or subsidised by, a sponsor in which case ownership of such IPR will be subject to the arrangement between you, the School and the sponsor;

14.3.3 you generate IPR which builds upon existing IPR generated by, or is jointly invented with, School employees or associates (in which case you will be required to assign such IPR to the School and in respect of revenue generated by that IPR, you may be entitled to apportioned income); or

14.3.4 you are also an employee of the School and developed the IPR in that capacity.

You will find a lot more information in our Intellectual Property Policy set out in the Student Handbook.

14.4 We may use photographs or video clips of any works created while you are a student for any marketing or promotional purposes, including for use in our prospectuses, website and/or social media channels.

15. Internships / Work Placements

15.1 We may provide, or assist you with, securing internships (note: only as part of a course accredited work placement for UKVI tier 4 sponsored students) according to the applicable country laws. Any internships or work placements are dealt with separately and under a separate contract beyond the scope of these terms.

16. General

16.1 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.

16.2 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.

16.3 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.

16.5 The Contract shall be governed by English law and you and we agree to the non-exclusive jurisdiction of the English courts.

17. Complaints

17.1 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 retribution. 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 – <http://www.isstitutomarangoni.com/en/campus/london/>

17.2 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.

17.3 If you have a complaint about our recruitment or admission process, please see our applicant appeals and complaints policy and appeal and complaints procedure for further information: see – <http://www.isstitutomarangoni.com/en/campus/london/>

18. Changes to Terms and Conditions

Any modifications to the Terms and Conditions or the Policies, Regulations and Procedures for Students document will be made available on the School's website, which you should check back to regularly and will be made in accordance with term 1.4 above.



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www.studyabroad.se

I have read and I accept terms and conditions:

date

signature