



TERMS AND CONDITIONS OF ADMISSION & PAYMENT OF FEES - AMSTERDAM

Terms and Conditions

1. Definitions

- 1.1 In these Terms and Conditions some words and phrases have particular meanings and it is helpful to ensure certainty and consistency to have them defined. Such defined terms are set out below and when used in these Terms and Conditions they shall have the meaning given to them here.
- "Acceptance Form" the form provided by the Centre in the Offer Pack for completion by the Signatory when accepting a place at the Centre.
- "Accommodation" the residential student accommodation as set out in the Offer Pack.
- "Agent" the person or organisation that the Parent/Guardian or Student has entered into a contract with directly (and separately) for the provision of educational choices advisory services.
- "Centre" or "we", "us" or "our" means ONCAMPUS, which is a trading name of Amsterdam Foundationcampus B.V. (company no. 55884164), a company registered in the Netherlands. ONCAMPUS registered office is at Van Heuven Goedhartlaan 935A, 1181 LD Amstelveen, The Netherlands.
- "Fees" means the Fees contained in the Offer Pack payable by you to us.
- "Offer Pack" the pack of information we send confirming our offer of a place at the Centre for the Student, which includes details of the Centre's Fees, the Acceptance Form and the Accommodation details.
- "Parent/Guardian" any holder of parental responsibility for a child or young person (i.e. under the age of 18) who is a Student.
- "Residential Agreement" the separate terms and conditions upon which Centre Accommodation is provided to an over 18 Student.
- "Signatory" each person who has signed the Acceptance Form, as further described in $\underline{\text{clause 3}}$ below.
- "Student" the person who is admitted to study at ONCAMPUS.
- "Term's notice" or "semester's notice" written notice given not later than the first day of the term or semester *before* the term or semester to which the notice relates.
- 1.2 In these Terms and Conditions we sometimes provide illustrative examples to try and provide a better understanding of what we are referring to. We do this by using the words "for example", "includes" or "including". When we do use these words, it means that the examples that are given are not exclusive or limiting examples of the matter in question.

2. About these Terms and Conditions

- **2.1 Please read these Terms and Conditions carefully.** They set out the terms and conditions on which we provide educational services to the Student.
- **2.2** It is important that the Signatory (and the Student if different) read these Terms and Conditions before accepting our offer of a place for the Student at the Centre.
- **2.3** The Terms and Conditions apply throughout the Student's stay with the Centre including where changes are made to the Student's course of study (of whatever description) or Accommodation.

3. The Contract

- **3.1** These Terms and Conditions, the Offer Pack, the Acceptance Form (as in each case may be varied from time to time) form the terms of a legally binding agreement (the "contract") between the signatory and Centre. The contract applies for the length of the Student's course of study at **ON**CAMPUS.
- **3.2** Our offer of a place is accepted, and the contract entered into, when the deposit and non-refundable registration fee (as indicated in the Offer Pack) are paid.
- **3.3** The parties to the contract are the Centre and each Signatory who has signed the Acceptance Form.
- **3.4** The Acceptance Form sets out the requirements for acceptance of our offer and signature requirements. In particular we require:
 - signature by the Student where the Student is an <u>Over 18 Student</u>. In such cases references to the "Signatory" and the "Student" in these Terms and Conditions will refer to the same person (i.e., the student being admitted to the Centre); or
 - signature by the Student's Parent/Guardian(s) where the Student is an <u>Under 18 Student</u>. In such cases, the Student is not a Signatory in these Terms and Conditions. Instead, the Student will also be required to <u>acknowledge</u> these Terms and Conditions where indicated on the Acceptance Form.
 - Agents must not sign the Acceptance Form on behalf of a Student or Parent/Guardian.
- **3.5** Important each Signatory is liable for and must ensure that all of the Fees are paid to the Centre. This is because our contract applies to each Signatory together and each Signatory on his or her own. Each Signatory has an individual responsibility to ensure that the Fees owing to the Centre are paid. In practice this means that if Fees have not been paid to the Centre then, in order to recover the outstanding payments, the Centre can seek payment of the full amount outstanding from any Signatory or over 18 Student, or each Parent/Guardian who has entered into the contract because the Student was, at the start of the course, under the age of 18.
- **3.6** We will send information (e.g., Centre reports) about the Student to the individual(s) nominated to receive such information. In this case any communication from or to the nominated person(s) will be treated as having been given to, or on behalf of, all Signatories. Regardless of whether a representative has been nominated (or who has been nominated), we may also share information with the Parent/Guardians of Under 18 Students (and including where the student has turned 18 after the first day of term), where we consider sharing such information is in the Student's best interests.

4. Application and enrolment

- **4.1** To apply to enrol at the Centre, an application form must be completed in full and signed and the following supporting evidence provided;
 - copy of your passport
 - copies of transcripts and certificates for all of your relevant qualifications (with certified English translated copies, if any other language)

- an explanation for any gaps in your academic records e.g. CV (if applicable)
- a certificate for a Secure English Language Test such as IELTS
- **4.2** Further evidence or documents may be required depending on the course and circumstances, and these may be requested at a later stage in the application process.
- **4.3** If a suitable place is available, we will then send a full Offer Pack to complete, which must be signed in accordance with clause 3 above.
- **4.4** As long as a suitable place remains available, we will then reserve the Student a place on the course and, if required, a room in our Accommodation. This place may be conditional on receiving additional documentation (a signed copy of the Accommodation terms and conditions) or meeting any entry requirements, in each case as may be detailed in the Offer Pack.
- **4.5** A final letter confirming the place on the course will be issued once all the required documentation has been received. For the avoidance of doubt however, the contract is formed and entered into when we receive the deposit and registration fee, as set out in <u>clause 3.2</u>.

5. Payment

- **5.1** Prior to enrolment and before you apply for your Confirmation of Acceptance for Studies (CAS) or Certificate of Enrolment (COE), you will need to pay a deposit and registration fee.
- **5.2** You will be required to pay the first term's tuition fees prior to the course start date.
- **5.3** We will invoice for Fees termly (or semesterly) in advance. **Fees are** due at least thirty (30) days before the start of the relevant term (or semester) we refer to this as the "due date".
- **5.4** We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 3% a year above the base rate of The Bank of England from time to time. This interest shall accrue on a daily basis 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 any overdue amount. Where tuition Fees remain unpaid or there is a repeated failure to make payment by the due date, we may:
 - prevent the Student from attending lessons or sitting examinations;
 - withhold academic statements;
 - require advance payment for future terms/semesters as a condition of our continued provision of education to the Student; and/or
 - \bullet suspend the Student from the Centre.
- **5.5** Students who are suspended for non-payment of Fees will be **marked as absent** for lessons.
- **5.6** The Signatory will be responsible for reasonable costs and expenses incurred by the Centre in the recovery of any outstanding Fees due, including reasonable legal costs (being costs that would be allowable by the courts if judgment were made in the Centre's favour).
- **5.7** We regret that we cannot extend credit to Students (or Parent/ Guardians). All additional expenses (trips, examination Fees, books and materials, etc.) must be paid for in full and in advance if requested.
- **5.8** The deposit cannot be used to pay for expenses or cover any shortfall in Fees. **The deposit will be deducted from the tuition Fees of the final term of your programme.**
- **5.9** A €250 booking fee is applied to all University managed accommodation.

6. Fee increases and programme changes

- **6.1** Fees are adjusted annually in September for each new academic year. Fee increases will not apply if payment has already been made by the time the new prices are published. Notice of the new Fees will be provided in time to allow withdrawal on a full term's (or semester's) notice under <u>clause 9.1</u>.
- **6.2 ON**CAMPUS reserves the right to withdraw any Programme of Study at its own discretion, if an insufficient number of students have enrolled. Once the Student has started on the course, we will give reasonable notice of any significant changes wherever possible and work with the Student to support them, for example by providing suitable alternative provision or refunding any unexpired parts of the course.

7. Payment to Agents

- **7.1** Before applying to study with us you may have engaged with an agent to offer you advice and support in applying for programmes of study, and you may in some cases also have agreed to pay a fee to your agent for those services. We further understand that you wish us to pay that fee to your agent on your behalf (up to maximum limits as stated on www.cambridgeeducationgroup.com/agents/service-fees.
- **7.2** Where this is the case we acknowledge that your tuition fees payable to **ON**CAMPUS may include a sum owing by you to your agent for their services up to the maximum limit referred to at www.cambridgeeducationgroup.com/agents/service-fees.
- **7.3** We agree, at our discretion, to pay this sum to your agent on your behalf and reduce your tuition fees owing to us accordingly provided that the following conditions are met:
 - You enrol at **ON**CAMPUS
 - You correctly complete the application form to authorise us to make these payments to your nominated agent;
 - \bullet You pay all relevant academic fees to ONCAMPUS as they become due;
- **7.4** Your agent has achieved Approved Agent status, an Approved Agent being an agent that has entered into a contract with you directly for the provision of services that are of a level and nature which satisfies Cambridge Education Group's internal policies and expectations of an agent and who has been confirmed by Cambridge Education Group as being such an agent.
- **7.5** Provided the above conditions are met and if for any reason we decide not to pay an amount due to your agent on your behalf, then we will refund to you the amount owing to your agent up to the maximum limit, for you to pay across directly.
- **7.6** If you have agreed with your agent that you will pay more than the maximum limit, then you will remain liable to pay any excess to your agent.
- **7.7** Having satisfied the above conditions should you NOT wish us to make an automatic payment to the agent used please notify Central Admissions on admissions@oncampus.global

8. Late arrival

- **8.1** Students are expected to make travel arrangements to ensure they can attend from the first day of term/semester. We may have to defer the Student's entry to a later term if the Student does not arrive by the agreed late arrival date. In such cases the Centre's cancellation and withdrawal policies will apply.
- **8.2** No fee reduction or refund will apply if the Student arrives after the course start date without a valid explanation and supporting evidence.

9. Cancellation (before the start of term/semester)

9.1 A summary of tuition refund criteria is available at www.cambridgeeducationgroup.com/about-us/ceg-refund-policy.htm. Please note that this clause 8 does not apply to cancellation of Accommodation, your Residential Agreement will cover this.

- **9.2** Written cancellation must be sent by email to the Central Admissions Department further details can be found at www.oncampus.global/admissions-policy.htm
- **9.3** The following consequences shall then apply, depending on when written notice of cancellation is received by the Admissions Department:
 - more than fourteen (14) days before the first day of term (except where you change your mind within our fourteen (14) day cooling-off period see below) the deposit and registration fee are forfeited and will not be refunded if the Student does not take up his or her place at the Centre.
 - less than fourteen (14) days before the first day of term/ semester (or where no notice is provided at all) –the deposit and registration fee are forfeited and will not be refunded if the Student does not take up their place at the Centre <u>plus</u> one full term's (or semester's) applicable Fees in lieu of notice and, if applicable, the full year of Accommodation Fees, which will be payable and will become due and owing to the Centre as a debt.
- **9.4** When a Student's start date is deferred and then their place is subsequently cancelled, this will be considered as less than fourteen [14] days' notice.
- **9.5** If cancellation is due to a visa refusal. Please refer to our refund policy: www.cambridgeeducationgroup.com/about-us/ceg-refund-policy.htm. Full written details including evidence of refusal will be required as a condition of such refund.
- **9.6** The Signatory has the right to change their mind within fourteen (14) days of original enrolment (the "cooling off period"), starting from the day after we receive payment of the deposit and registration fee. In this event, all Fees paid will be refunded. The signatory must make a statement of cancellation to us in writing to the Admissions Team (admissions@oncampus.global). No cooling off period applies if the Student has started the course and/or started occupying the Accommodation.

10. Withdrawal (after arrival)

- **10.1** Our tuition refund criteria applies to this contract and is available at www.cambridgeeducationgroup.com/about-us/ceg-refund-policy.
- **10.2** Once a Student has arrived, one full term's (or semester's, where relevant) notice is required for any withdrawal (other than at the end of the course of study in which the Student is enrolled). If a term's (or semester's) notice is provided, we will not charge Fees in lieu of notice for tuition.
- 10.3 It is not possible to withdraw from Accommodation mid-year and therefore full Accommodation Fees will be due for the remainder of the contract. The limited exception to this is where the Centre actually fills the specific vacancy in the Accommodation created by the Student's withdrawal, in which case the amount of Accommodation Fees due will be amended to reflect the Centre's administrative costs or a reasonable estimate of those costs plus pro-rata Accommodation Fees for any period when the allocated Accommodation was vacant.
- **10.4** The Centre is unable to refund or reduce Fees when the Student is absent due to illness or injury or other emergency, or change in personal circumstances. Nor would Fees be reduced if the Student withdraws part way through a term. We therefore strongly advise arranging adequate fee insurance to provide cover in such cases.

11. Withdrawal from Accommodation (after arrival)

- **11.1** Where Accommodation is provided by the Centre under a Residential Agreement, withdrawals from Accommodation will be subject to the terms and conditions set out in that Residential Agreement.
- 11.2 If the Student moves out of Accommodation before the term of the Residential Agreement expires, the Student remains responsible for paying the Accommodation fees up to the end of the contract.

12. Students requiring a visa to study in the Netherlands

- 12.1 The Student will need to demonstrate that they have a valid immigration status to undertake their studies. If the Student cannot demonstrate that they have the right to enter, live and study in the Netherlands, we may cancel the contract on written notice and withdraw the Student. The withdrawal will be subject to our refund policy. We will not be responsible for any related or ancillary costs or losses incurred.
- **12.2** No reduction of Fees will apply to any time missed due to the Student ensuring they have a valid immigration status and the right to enter, live and study in the Netherlands.
- **12.3** It is the Student's responsibility to ensure that they comply with the terms of their visa at all times whilst enrolled with and/or studying at the Centre.
- **12.4** We are required to report any visa-holding students who withdraw from the Centre to the relevant immigration authorities and their visa may be curtailed as a result of withdrawal.
- **12.5** If the student holds other immigration status that permits study they are responsible for ensuring that they maintain their immigration status throughout their studies, and maintain their right to enter, live and study in the Netherlands. Such students are required to inform us immediately of any changes to their immigration status. Please refer to clause 12.1 for the consequences of not maintaining a valid immigration status.
- **12.6** We are required to withdraw sponsorship of visas for a number of reasons, including:
 - failure to enrol or re-enrol on the course;
 - failure to meet the minimum attendance requirements;
 - the enrolment being terminated, or the Student withdrawing, being excluded or deferring their studies; and
- **12.7** As a part of any withdrawal process, the Student must provide documentary evidence of their return to their home country (e.g. entry stamp or boarding pass) or of their new education institution (e.g. a copy of their new visa).
- **12.8** If the Student's visa is curtailed or expires, the Centre will be entitled to cancel this contract and withdraw the Student with immediate effect. The withdrawal will be subject to Fees in lieu of notice as set out in <u>clause 9 and 10</u>. Support may be provided at our discretion in cases of immigration authority error.

13. Academic performance

- **13.1** The Student is expected to attend lessons, complete their work, and attain reasonable performance targets. English for academic purposes will form part of an international Student's studies until such point as they reach the entry requirements of their preferred destination institution.
- **13.2** If, in the reasonable opinion of the Centre Head the Student has not satisfactorily attended lessons, or has failed to attain reasonable performance targets, the Centre may not enter the Student for public or internally accredited examinations or may exclude the Student.
- 13.3 The Centre will support the Student to progress to a Higher Education course at the University of Amsterdam (UvA) or Amsterdam University of Applied Sciences (AUAS). However, it is the duty of the Student to ensure all supporting qualification documents submitted to the Centre for such progression are valid originals and can be corroborated by the relevant admissions department if required. Further, the student will need to ensure (in advance) the relevant university is able to cater for any special needs or disabilities the student may have. We accept no liability for unsuccessful applications supported by other parties, caused by fraudulent documents, a lack of or failure to provide supporting evidence or a university being unable to support the student with their special educational needs/disabilities.
- **13.4** Scholarship recipients, or those benefitting from any other form of financial discount on their Fees, must maintain good academic

and acceptable behaviour during their course to remain eligible for the award. Click here for the Disciplinary Policy and Procedure. An award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made. If the student has poor attendance, progress or is found guilty of academic and/or personal misconduct during their course, they may have their scholarship or discount withdrawn. Click here for the ONCAMPUS Programme handbook and further information about academic misconduct.

13.5 Where it appears likely to the Centre Head that a scholarship or discount may be withdrawn from the Student, we will provide notification in advance. If within fourteen [14] days following the withdrawal of a scholarship or discount the Student withdraws from the Centre, no Fees in lieu of notice will be payable. This will provide sufficient time to decide whether the Student will stay at the Centre following the withdrawal of the scholarship or discount.

14. Trips, visits and medical care

- **14.1** The Student (and his or her Parent/Guardians for an Under 18 Student) confirms consent to participation in all Centre trips and activities on or off Centre premises.
- **14.2** The Student (and his or her Parent/Guardians for an Under 18 Student) agree to the provision of first aid or urgent medical treatment as recommended by a doctor or medical practitioner as necessary.
- **14.3** The Student (and his or her Parent/Guardians for an Under 18 Student) agrees that the Centre may administer any non-prescription medication or first aid as is deemed appropriate and to seek medical, dental or optical treatment when required.

14.4 It is a condition of the Student joining and remaining at the Centre that any medical condition, impairment or disability in respect of the Student is included on the application form and induction interview.

The Centre must be informed of any health or medical condition, special educational need(s), disability or allergy that the Student has, whether long-term or short-term, including any infections. The Centre must also be provided with any reports or other materials relevant to any health, medical or other issue if requested. If a Student arrives at the Centre with an undeclared pre-existing condition, the Centre may ask the Student to leave the Centre, or (where possible) to undergo private medical treatment or psychological support at the Signatory's expense.

- **14.5** The Centre must be notified of any changes to health, medical or other relevant information related to the Student as soon as they occur.
- **14.6** If the Centre believes a health risk is either presented by the Student to others, or presented to the Student by others (e.g. due to virus or epidemic), we may require that the Student is kept at home and does not attend the Centre until such time as the health risk has passed. Where it is considered appropriate in such circumstances we will try to continue providing education to the Student remotely during such period.
- **14.7** Students are required to hold University or Dutch Health insurance whilst in the Netherlands. Students are strongly advised to obtain adequate insurance prior to travel for all medical care.
- **14.8** Cancellation or withdrawal for medical reasons is subject to the notice periods described in <u>clause 9</u> above. We strongly advise taking out insurance that covers cancellation for protection in these circumstances.

15. Disciplinary matters and exclusion

- **15.1** The Centre reserves the right to exclude a Student for:
 - serious or persistent disciplinary or behavioural matters or if, in the reasonable judgement of the Centre Head this is in the best interests of the Student, their peers, staff or the Centre;
 - persistent failure to attend lessons;
 - failing to meet required academic standards;
 - the Student or Signatory misleading the Centre as to the Student's qualifications, medical or psychological history,

learning difficulties, prior UK immigration records or suitability for entry. It is therefore essential that all details or other information notified or otherwise disclosed to the Centre about the Student are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld; or

- failure to pay Fees after receiving a final warning.
- **15.2** If exclusion is necessary, arrangements must be made for the Student to leave the Centre at the earliest possible opportunity. Any expenses incurred by the Centre to return the Student and their personal property shall become repayable.
- 15.3 In the event of a Student's temporary or permanent exclusion from the Centre, no refund will be made of Fees due (whether paid or payable) and Fees in lieu of notice will be charged in accordance with our refund policy. Provided the Centre's final invoice has been paid, this contract will terminate with immediate effect if the Centre requires the Student's withdrawal. Click here for the Refund Policy.

16. Accommodation if you are under 18

- **16.1** Any Student under the age of 18 must live in Accommodation provided by **ON**CAMPUS.
- **16.2** If the Parent/Guardians wishes for their child to live in independent alternative Accommodation, that Accommodation must comply with our Accommodation Policy for Under 18's. Click here for the policy.

17. Under 18 students who have not booked Accommodation

- **17.1** Students under the age of 18 who arrive at the Centre without any Accommodation arrangements in place will be allocated a room in **ON**CAMPUS Accommodation (where possible) or approved alternative Accommodation and charged for the room.
- **17.2** Students placed in Accommodation under clause 17.1 who wish to leave the Accommodation, including Students who turn 18 whilst staying in the Accommodation, must provide **ON**CAMPUS with at least one month's written notice before the end of the then current term.
- **17.3 Important**. If notice is not given at least one month before the end of the current term, the tenancy will renew and the Student will be charged for the next term.

18. Damages to property, and fines

- **18.1** The Signatory is responsible for the cost of any breakages, loss or damage caused by the Student to the premises in which the Student is being taught or is living. Breakages, loss or damage in shared areas are considered the joint responsibility of the Students in occupation, and will be recovered as such, unless an individual Student admits personal responsibility (or we believe it is a particular individual on the balance of probabilities).
- **18.2** The Centre may impose a reasonable penalty or fine for other forms of misconduct such as contravening health & safety regulations. Please refer to the Student Handbook for further information.
- **18.3** Unless we have been careless or otherwise at fault, we are not responsible for loss or damage to the Student's personal property. We strongly advise taking out insurance to cover any loss or damage to personal property.

19. Data protection – how the Centre uses personal information

- **19.1** The Centre will process personal data in accordance with General Data Protection Regulation and the Data Protection Act 2018 and other related legislation. We will process such personal data:
 - as set out in the Centre's *Privacy Policy* which is available on the Centre's website at www.cambridgeeducationgroup.com/about-us/privacy-policy.htm (and as it may be amended from time to time);

- in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
- to perform our obligations under this contract, and where otherwise reasonably necessary for the Centre's purposes, including those in <u>clause 19</u> if relevant.
- **19.2** If you have any queries about how we process your personal data, please contact the Data Protection Officer on DPO@ceg-uk.com
- **19.3** If information we hold or circumstances relating to the Student or Parent/Guardians changes during the period of the Contract, we must be updated immediately. This includes contact information, medical information and immigration information.

20. Feedback, Appeals and Complaints

- **20.1** Applicants who have received an unsuccessful decision are able to request feedback at any time during the admissions year in which they are applying by following the admissions policy www.oncampus.global/admissions-policy.htm.
- **20.2** If you have any complaint or concerns during your studies, you should speak to ONCAMPUS staff at your Centre, as they will be happy to help. studentcomplaints@oncampus.global

21. Transfer of this contract

- **21.1** We may make changes to the Centre (including changes to the legal entity that owns and runs the Centre) or we may amalgamate the Centre with another legal entity. In order to do this, we may transfer the undertaking of the Centre to another person or organisation. We will provide notification if we plan to do this and we will ensure that the transfer will not affect existing rights under this contract. We may transfer our rights and obligations under this contract in connection with any such transfer and/or amalgamation.
- **21.2** The Student (and the Signatory if different) may not transfer their rights or obligations under this contract to anyone else.

22. Events outside of our, or the Student's, control

- 22.1 If an event beyond our control arises which prevents or delays the Centre's performance of any of its obligations under this contract, the Centre shall give notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the Centre has acted reasonably and prudently to prevent and/or minimise the effect of the event, the Centre will not be responsible for not performing any of our obligations, which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances, the Centre shall try during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely). If the Centre is prevented from performing all of its obligations as a result of an event for a continuous period of more than six (6) months, the Centre shall provide notification of the steps it plans to take to ensure performance of the contract after such period and the Signatory shall then, following receipt of such notice, be entitled to end this contract on written notice to the Centre and without giving a term's notice or paying Fees in lieu of notice.
- **22.2** If the Student is unable to attend (or is likely not to be able to attend) the Centre due to reasons caused by an event the Centre shall be notified in writing of such circumstances and the following provisions shall apply:
- **22.2.1** in consultation and cooperation with the Centre the Student (and the Signatory if different) shall do everything he or she reasonably can to minimise the impact of the event in order to continue to perform their obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;
- **22.2.2** in circumstances where, following the efforts made and steps taken, the Student remains unable to participate and benefit from any level of provision of education by the Centre then the Student (and the Signatory if different) shall not be responsible for failing to perform their obligations (including the obligation to pay Fees, pro- rated accordingly) during the continuance of the event; and

22.2.3 if the event continues to prevent the Student from attending the Centre or being able to participate and benefit from any level of provision of education by the Centre for more than six (6) months we shall discuss a solution by which this contract may be performed and, following such discussions, the Signatory shall be entitled to cancel the contract on written notice to the Centre and without giving a term's notice or paying a term's Fees in lieu of notice.

23. Enforcement

If we choose not to enforce any part of this contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this contract. And, if we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

24. Communications with the Centre

- **24.1** When this contract requires the Student, the Signatory or the Centre to give notice of something to the other then, unless we agree otherwise, this must be done in writing.
- **24.2** Notices can be addressed to the Centre Head (once the Student has arrived) or via admissions@oncampus.global (prior to arrival), or posted to the Centre's address. We will use the contact details held by the Centre to contact the Student or Parent/Guardians (or nominated representative) and any other communications (including notices) will be sent by the Centre to the address(es) shown in our records, or using other contact details included in our records.
- **24.3** Please notify the Centre of any change of address(es) or other contact details. The Centre is not liable for issues occurring from a failure to update contact details.
- **24.4** In light of the importance under this contract of serving certain notices on or before a particular deadline (and the consequences that follow if this is not done) we recommend that if notice under these Terms and Conditions is provided then the person providing such notice telephone the Centre to confirm receipt if an acknowledgement from us has not been received within three working days of sending the notice.

25. Liability & Jurisdiction

- **25.1** While the Student remains at the Centre, we will exercise reasonable skill and care in respect of their education and welfare. This obligation will apply during the teaching day or when the student is otherwise under the Centre's supervision. We cannot accept any responsibility for the welfare of the Student while off the Centre's premises unless he or she is taking part in a Centre activity or otherwise under the supervision of a member of Centre staff. The Centre shall not be liable for either death or personal injury suffered by any Student except as may arise through the negligence of the Centre or where the Centre is otherwise at fault.
- **25.2** English Law governs the contract between us and legal proceedings in respect of this contract must be brought in the English courts.