

TERMS AND CONDITIONS OF ADMISSION & PAYMENT OF FEES – UK

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 an offer of 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 CEG UFP Limited (company no. 06355631), a limited liability company registered in England. ONCAMPUS registered office is at 51-53 Hills Road, Cambridge, CB2 1NT.

"Enrolment" - means the commencement of your course or programme with us, which may be either online or face to face.

"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 Licence 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, for themselves (as a Student) or on behalf of an under 18 Student, as further described in [clause 3](#).

"Student" – the person who is admitted to study at ONCAMPUS.

"Term's notice" or "semester's notice" - written notice given no 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 ONCAMPUS.

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 and received by us. There may be certain conditions attached to the contract which will be detailed in the Offer Pack or in your registration documents. You must ensure you meet all conditions in full otherwise your place on the course may not be finally confirmed in accordance with clause 4.3.

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 Over 18 Student.** 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 Under 18 Student.** In such cases, the Student is not a Signatory in these Terms and Conditions. Instead, the Student will also be required to acknowledge 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, Registration and IT Specification

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 and copies of any previous UK visas;
- copies of transcripts and certificates for all of your relevant qualifications (with certified English translated copies, if in 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; and
- proof of insurance if you have chosen not to take up the Student Cover.

4.2 If a suitable place is available, we will then send a full Offer Pack to you to complete, which must be signed in accordance with [clause 3](#).

4.3 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, the contract is formed and entered into when we receive the deposit and registration fee, as set out in [clause 3.2](#).

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 Residential Licence Agreement) or meeting any entry requirements, in each case as may be detailed in the Offer Pack.

4.5 You will require appropriate IT equipment during your studies to access learning materials, complete assignments and take examinations. For examinations, you will need a laptop with a webcam, microphone and speakers. If studying partly online, a desktop computer is suitable. iPad/tablets and Chromebooks are not permitted for examinations, however these may be used to access learning materials and complete written assignments. The examination platform used by us is currently supported by a minimum criterion for macOS and Windows. As this is continually updated and subject to change, students should aim to update to the latest versions where available. The Centre will be able to provide further detail on arrival.

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 minimum amount as stated in your Offer Letter (which will include a deposit and registration fee and potentially tuition fees).

5.2 We cannot accept physical cash payments, so all payments will need to be via a bank or electronic transfer or by our approved third party payment provider.

5.3 You will need to strictly follow your payment plan, as set out in your Student Pre-Arrival Statement (to be issued after you have accepted your Offer). All fees will be due (as 'cleared funds' in our bank account) on the dates we state, which we refer to hereafter 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 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
- 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 all 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 normally be deducted from the tuition Fees of the final term of your programme.**

5.9 It is important that you keep your contact details with us updated (even after you finish the programme) in case there is any money owed to you – this could be for various reasons including administrative errors or changes in exchange rates. If you don't keep us updated or give us the information we need in order to make a payment to you, we will be entitled to retain any money owed to you after a period of 6 months of making reasonable efforts to pay the money owed to you.

6. Fee increases and programme changes

6.1 Fees are adjusted annually 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 in accordance with [clause 9.2](#).

6.2 ONCAMPUS reserves the right to change or withdraw any Programme of Study at its own discretion, including if an insufficient number of students have enrolled. Once the Student has started on the course, we will give reasonable notice of any withdrawal or 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. Arrival, Late Arrival and Confirmation of Arrival

7.1 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 any prior agreed late arrival date. In such cases the Centre's cancellation and withdrawal policies will apply.

7.2 No fee reduction or refund will apply if the Student arrives after the course start date without a valid explanation and supporting evidence.

7.3 Once you arrive in the United Kingdom, you must promptly inform, in writing, your chosen **ONCAMPUS** Centre of such arrival. If you hold a Student visa, failure to do so could result in us withdrawing our sponsorship of your visa and/or us informing UKVI (which will impact your immigration status and record).

8. Cancellation (before the start of term/semester/enrolment)

8.1 A summary table of tuition refunds 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 Licence Agreement will cover this.

8.2 Written cancellation must be sent by email to the Central Admissions Department further details can be found at www.oncampus.global/admissions-policy.htm

8.3 You should read the refund policies as set out in **clause 8.1** to ensure you understand when you are and are not entitled to a refund of any fees paid. There are various reasons why and stages after which you would not be entitled to a refund which are set out in our refund tables.

8.4 When a Student defers their start date and then subsequently withdraws from their course, there will be no refund of any fees paid.

8.5 If cancellation is due to a visa refusal, please refer to our applicable 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 any refund.

8.6 The Signatory/Student has the right to change their mind within fourteen (14) days of original payment (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/Student must make a statement of cancellation to us in writing to the Admissions Team (admissions@oncampus.global). The cooling off period will cease once the Student has enrolled upon the course and/or started occupying the Accommodation.

9. Withdrawal (after arrival or online enrolment)

9.1 Our tuition refund criteria applies to this contract and the relevant policy is available at www.cambridgeeducationgroup.com/about-us/ceg-refund-policy.htm. Please note that the commencement of your studies (enrolment) online prior to obtaining your visa and physically attending your chosen Centre has its own refund policy (as can be viewed using the above link).

9.2 Once a Student has enrolled, 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 full term's (or semester's) notice is provided, we will not charge Fees in lieu of notice for tuition.

9.3 It is not possible to withdraw from Accommodation mid-year and therefore full Accommodation Fees will be due for the remainder of the relevant current academic year. 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. Please see the Residential Licence Agreement for full details.

9.4 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 (if not taking our insurance offering), you arrange adequate fee insurance to provide cover in such cases.

10. Withdrawal from Accommodation (after arrival)

10.1 Where Accommodation is provided by the Centre under a Residential Licence Agreement, withdrawals from Accommodation will be subject to the terms and conditions set out in that Residential Licence Agreement.

10.2 If the Student moves out of Accommodation before the term of the Residential Licence Agreement expires, the Student remains responsible for paying the Accommodation fees up to the end of the then-current academic year.

11. Students requiring a visa to study in the UK

11.1 The Student will need to demonstrate that they have a valid immigration status to undertake their studies, unless commencing their studies online. If the Student cannot demonstrate that they have the right to enter, live and study in the United Kingdom, 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.

11.2 No reduction of Fees will apply to any tuition time missed due to the Student trying, or failing, to secure a valid immigration status and the right to enter, live and study in the United Kingdom.

11.3 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.

11.4 It is also a requirement for students on a Student Visa to be engaging with their studies consistently and actively in person, therefore we require students to live within a 90 minute commute of the Centre.

11.5 We are required to report any Student visa holders who withdraw or are withdrawn from the Centre to UK Visas and Immigration (UKVI) and their visa may be curtailed as a result of withdrawal.

11.6 If the student holds a non-Student visa 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 United Kingdom. Such students are required to inform us immediately of any changes to their immigration status. Please refer to **clause 11.1** for the consequences of not maintaining a valid immigration status.

11.7 We are required to withdraw sponsorship of Student 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
- Students successfully completing the course in a shorter

period than originally planned.

11.8 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).

11.9 If the Student's visa is curtailed or expires, the Centre will be entitled to cancel the Student's contract and withdraw the Student with immediate effect. The withdrawal will be subject to Fees in lieu of notice as set out in **clause 8 and 9**. Support may be provided at our discretion in cases of UKVI error.

12. Academic performance and English language proficiency

12.1 The Student is expected to attend and engage within 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.

12.2 If, in the reasonable opinion of the Centre Director the Student has not satisfactorily attended or engaged in 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.

12.3 The Centre will support the Student to progress to their chosen ONCAMPUS university partner. It is the duty of the Student to ensure all supporting qualification documents submitted to the Centre or UCAS (and elsewhere) for such progression are valid originals and can be corroborated by the relevant admissions department if required. We accept no liability for unsuccessful applications supported by other parties or caused by fraudulent documents.

12.4 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.

12.5 Where it appears likely to the Centre Director 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.

12.6 Please note that all students will be tested on arrival at their chosen Centre and if the required English language standards are not evidenced (both oral and written), as claimed by any previously submitted test result or qualification, we reserve the right to carry out one or more of the following:

- Change the Programme of Study to an Extended Programme (with additional English);
- Change the Programme of Study;
- Defer to an alternative Programme of Study start date;
- Change the Progression Degree;
- Change the Centre/ Location of study;
- Require the student to attend additional in-session English

language studies; or

- If none of the above will improve your English language skills to the required level, withdraw you from your chosen course.

12.7 We cannot accept any liability for any losses, costs, expenses or loss of opportunity of or by the student howsoever arising (due to us taking such actions stated above), in the event the student does not meet the English language standard claimed during their application process or does not meet the language proficiency needed for the relevant course.

13. Trips, visits and medical care

13.1 The Student (and their Parent/Guardians for an Under 18 Student) will be deemed to agree with participation in all Centre trips and activities on or off Centre premises, unless they state otherwise. Photographs of students may be taken for newsletters, brochures and the website. Where consent is required it will be requested at the time. If you have a concern about photographs being taken of an Under 18 Student, please contact the Centre's welfare team.

13.2 The Student (and their 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.

13.3 The Student (and their 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.

13.4 In order for the Centre to be able to properly assess its ability to cater and support you, 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 submitted. For Under 18 Students, medical information must also be included on the Welfare Declaration Form and submitted when applying for Accommodation. 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 Student's/Signatory's expense.

13.5 The Centre must be notified of any changes to health, medical or other relevant information related to the Student as soon as they occur.

13.6 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/away 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.

13.7 Please be aware that charges for UK National Health Service ("NHS") treatment may apply. Students are strongly advised to obtain adequate insurance prior to travel for all medical care.

13.8 Cancellation or withdrawal for medical reasons is subject to the notice periods described in **clause 8 and 9**. We strongly advise taking out insurance that covers cancellation for protection in these circumstances.

14. Disciplinary matters and exclusion

14.1 The Centre reserves the right to exclude a Student for matters, including:

- serious or persistent disciplinary or behavioural matters;
- if, in the reasonable judgement of the Centre Director exclusion or withdrawal 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;
- your conduct is inappropriate or potentially harmful to third parties, other students or our staff (including sexual, verbal or physical harassment); or
- failure to pay Fees after receiving a final warning.

14.2 If exclusion is necessary, arrangements must be made for the Student to leave the Centre at the earliest possible opportunity, and any Student visa holders will be required to confirm their safe arrival to their home country for onwards evidence to UKVI. Their visa sponsorship will be withdrawn. Any expenses incurred by the Centre to return the Student and their personal property shall become promptly repayable.

14.3 In the event of a Student's temporary or permanent exclusion from their course or the Centre, no refund will be made of Fees paid 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, other than any rights that may have accrued already, if the Centre requires the Student's withdrawal. Click [here](#) for the relevant Refund Policy.

15. Accommodation if you are under 18

15.1 Other than as permitted under [clause 15.2](#), any Student under the age of 18 (an "Under 18 Student"), must live in Accommodation provided by ONCAMPUS.

15.2 If there is an exceptional reason why the Parent/Guardian wishes for their child to live in independent alternative Accommodation, the Parent/Guardian must submit their request to Accommodation Team. In order for that request to be approved, such alternative Accommodation (and Under 18 care) must comply with our Under 18 Accommodation Policy (please click [here](#) for that policy).

16. Under 18 students who have not booked Accommodation

16.1 Any Under 18 Student who arrives at the Centre without any Accommodation arrangements in place will be allocated a room in ONCAMPUS Accommodation (where possible) or approved alternative Accommodation and charged for the room.

16.2 Students placed in Accommodation under [clause 16.1](#) who wish to leave the Accommodation, including Students who turn 18 whilst staying in the Accommodation, must provide ONCAMPUS with at least one month's written notice before the end of the then current term.

16.3 Important. If notice is not given at least one calendar month before the end of the current term, the tenancy will renew and the Student will be charged the accommodation fees for the next term.

16.4 The Under 18 Supplement

(<https://www.oncampus.global/about-us/under-18-supplement.htm>) is mandatory for any student under 18 on the published course start date. This fee is automatically added to the statement of account.

17. Damages to property, and fines

17.1 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).

17.2 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.

17.3 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.

18. Data protection – how the Centre uses personal information

18.1 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.

18.2 As part of our statutory requirements we are required to submit annual data and statistics about our student body to the Higher Education Statistics Agency (HESA). HESA is responsible for collecting and disseminating information about higher education in the UK and the Designated Data Body for England (see www.hesa.ac.uk/about for more information). HESA will be a Controller of your information. HESA may share this information to other organisations as described in <https://www.hesa.ac.uk/about/regulation/data-protection/notices>.

18.3 If you have any queries about how we process your personal data, please contact the Data Protection Officer on DPO@ceg-uk.com

18.4 If information we hold or circumstances relating to the Student or Parent/Guardians changes during the period of this contract, we must be updated immediately. This includes contact information, medical information and immigration information.

19. Feedback, Appeals and Complaints

19.1 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.

19.2 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

20. Transfer of this contract

20.1 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.

20.2 The Student (and the Signatory if different) may not transfer their rights or obligations under this contract to anyone else.

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

21.1 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 this 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.

21.2 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 or Parent or Guardian for Under 18 Students), 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 stepstaken, 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.

22. 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.

23. Communications with the Centre

23.1 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.

23.2 Notices can be addressed to the Centre Director (once the Student has physically arrived) or via admissions@oncampus.global (prior to physical arrival), or to the Centre's address by first or second-class post. We will use the contact details held by the Centre to contact the Student and/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.

23.3 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 promptly update contact details.

23.4 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.

24. Liability & Jurisdiction

24.1 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 they are 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.

24.2 English Law governs the contract between us and legal proceedings in respect of this contract must be brought in the English courts.