



TERMS AND CONDITIONS OF ADMISSION & PAYMENT OF FEES – IRELAND

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 UniHaven College, which is a trading name of UniHaven Limited (company no. 671943), a limited liability company registered in Ireland. UniHaven Limited's registered office is at 2nd Floor Block, 4, Bracken Business Park, Bracken Road, Sandyford Business Park, Dublin 18, Ireland D18 VOYO.

"Enrolment" - means the commencement of your course or programme with us. .

"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 UniHaven College.

"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 UniHaven College.

3.2 Our offer of a place is accepted, and the contract entered into, when the deposit and non-refund administration 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. 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;
- original or certified 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 which must be no more than 2 years old when provided; and
- proof of private medical insurance cover which must be in the English language if you are not paying us any medical insurance fees.

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 non-refund administration 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 some examinations, you will need a laptop with a webcam, microphone and speakers. If studying fully 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.

4.6 As part of Irish study visa requirements, students must show they have sufficient funds to support their stay in Ireland without having to rely on public funds or casual employment. These funding requirements are in addition to the tuition and associated fees for each year. Students should familiarise themselves with these requirements which may be subject to change at any time.

For further details, please see [Information on Student Finances - Immigration Service Delivery \(irishimmigration.ie\)](https://www.oncampus.global/ugc-1/1/99/0/unihaven-fees-and-refund-policy.pdf).

5. Our Policies and Procedures

5.1 There are various policies and procedures that apply to you during the length of time of your course of study at UniHaven College. It is important that you familiarise yourself with these. Copies are available on our website and we have also listed the key policies and procedures below for ease of reference (along with a relevant link):

- Fees and Refund Policy - <https://www.oncampus.global/ugc-1/1/99/0/unihaven-fees-and-refund-policy.pdf>
- Student Recruitment and Admissions Policy - <https://www.oncampus.global/ugc-1/1/102/0/student-recruitment-and-admissions.pdf>
- Learner Protection Policy - <https://www.oncampus.global/ugc-1/1/99/0/unihaven-learning-protection-policy.pdf>
- Attendance Monitoring Procedure - <https://www.oncampus.global/ugc-1/1/102/0/attendance-monitoring-procedure.pdf>
- Student Complaints and Disciplinary Procedure - <https://www.oncampus.global/ugc-1/1/102/0/student-complaints-and-disciplinary-procedure.pdf>
- Assessments and Awards Policy - <https://www.oncampus.global/ugc-1/1/102/0/assessment-and-awards-policy.pdf>
- Academic Misconduct Procedure - <https://www.oncampus.global/ugc-1/1/102/0/academic-misconduct-procedure.pdf>
- Learner Disability Policy - <https://www.oncampus.global/ugc-1/1/102/0/learner-disability-policy.pdf>
- Student Handbook - <https://www.oncampus.global/ugc-1/1/99/0/unihaven-student-handbook.pdf>

6. Payment

6.1 Prior to enrolment and before you apply for your Letter of Acceptance you will need to pay to the Centre a deposit in relation to tuition fees and pay certain other fees as follows:

- Tuition Fees
- Non-refund administration fee;
- Registration fee (which includes learner protection policy and HEI progression fees)
- Examination fees;
- Books, library and LMS fee; and;
- Medical insurance fees (unless the student has an English language equivalent medical insurance policy).

6.2 You will be required to pay at least the first term's tuition Fees plus the additional fees listed in **clause 6.1** prior to the course start date. Please see the Fees and Refunds policy for full details. We cannot accept cash payments into our account, so all payments will need to be via a bank or electronic transfer or by our approved third party payment provider.

6.3 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**".

6.4 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 assessments or 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 or expel the Student from the Centre.

6.5 Students who are suspended for non-payment of Fees will be marked as absent for lessons and will be subject to UniHaven College's Attendance Monitoring Procedure.

6.6 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).

6.7 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.

6.8 The deposit cannot be used to pay for expenses or cover any shortfall in Fees. **The deposit will be deducted from the overall tuition Fees.**

6.9 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.

7. Fee increases and programme changes

7.1 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 10.2**.

7.2 UniHaven College 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 certain Fees paid in accordance with the UniHaven College Learner Protection Policy.

8. Arrival, Late Arrival and Confirmation of 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 intake if the Student does not arrive by any prior agreed late arrival date. In such cases, the UniHaven College Fees and Refund Policy 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 (in accordance with the requirements of the UniHaven College Fees and Refund Policy.)

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

9.1 Details of the fees refund criteria are available in the Fees and Refund Policy. Please note that this **clause 9** does not apply

to cancellation of Accommodation - your Residential Licence Agreement will cover this.

9.2 Written cancellation must be sent by email to studywithus@unihaven.ie Further details can be found in the Fees and Refund Policy.

9.3 The following consequences shall then apply, depending on when written notice of cancellation is received by Us:

- **more than four (4) weeks before the first day of the first term** – all fees will be refunded except the non-refund €300 administration fee.
- **9.6 less than four (4) weeks before the first day of term/semester (or where no notice is provided at all)** – no fees will be refunded unless the Student can provide evidence of extenuating circumstances (for example, a medical certificate).

9.4 When a Student defers their start date and then subsequently withdraws from their course, this will be considered as less than four (4) weeks' notice, as set out in **clause 9.3**.

9.5 If cancellation is due to a visa refusal, please refer to the Fees and Refund Policy. Full written details including evidence of refusal will be required as a condition of any refund.

9.6 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 tuition fee deposit and non-refund administration fee. In this event, all Fees paid will be refunded. The Signatory/Student must make a statement of cancellation to us in writing to studywithus@unihaven.ie No cooling off period will apply once the Student has enrolled upon the course and/or started occupying the Accommodation.

9.7 In order to claim a refund, the Student is required to complete the required refund request form and provide the required documents in accordance with the UniHaven College Fees and Refund Policy.

10. Withdrawal (after arrival)

10.1 Our withdrawal and refund criteria apply to this contract and are available in the Recruitment and Admissions Policy and the Fees and 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). Please see the Recruitment and Admissions Policy.

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 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.

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 or refunded if the Student withdraws from the programme (other than for extenuating circumstances in accordance with the Recruitment and Admissions Policy). We therefore strongly advise (if not taking our insurance offering), you arrange 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 Licence Agreement, withdrawals from Accommodation will be subject to the terms and conditions set out in that Residential Licence Agreement.

11.2 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.

12. Students requiring a visa to study in Ireland

12.1 The Student will need to demonstrate that they have a valid immigration status to undertake their studies. The Student is expected to engage within lessons, complete their work and attain reasonable performance targets in all modules to enable them to reach the entry requirements of their preferred destination institution. If academic performance is less than required, support may be provided to help the Student to improve their academic performance. However, progression to their preferred and any alternative destination institution is dependant on achieving the grades as communicated to the Student in their conditional offer letter. We will not be responsible for any related or ancillary costs or losses incurred.

12.2 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 Ireland.

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 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.

12.5 We are required to report any Student visa holders who withdraw or are withdrawn from the Centre to the Irish Department of Justice and their visa may be curtailed as a result of withdrawal.

12.6 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 Ireland. 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.

12.7 We are required to notify the Irish immigration authorities 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; and withdrawing, being excluded or deferring their studies.

12.8 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).

12.9 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 9** and **10**. Support may be provided at our discretion in cases of immigration authority error.

13. Attendance and Academic performance

13.1 The Student is expected to have a minimum attendance rate of at least 85%. Students should email the student support officer or their designated alternative if they are unable to attend class. If the Student is more than 15 minutes late or leaves class early, the Student will be marked as absent (unless there is a legitimate reason in accordance with the UniHaven College Attendance Monitoring Procedure). Holiday or leaves of absence are not allowed other than during published UniHaven College holiday times. The Centre reserves the right to expel a Student if all reasonable attempts to improve attendance fail.

13.2 The Student is expected to 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.

13.3 The Centre will support the Student to progress to a higher education course at a higher education institution which UniHaven College has partnered with. Please see the UniHaven Access, Transfer and Progression Policy for further details. It is the duty of the Student to ensure all supporting qualification documents submitted to the Centre (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.

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. An award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made. If a Student is found guilty of academic misconduct during their course, they may have their scholarship or discount withdrawn. See the UniHaven College Assessments and Awards Policy and the UniHaven College Academic Misconduct Procedure for further information about academic misconduct.

14. Trips, visits and medical care

14.1 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 student support team.

14.2 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.

14.3 The Student (and their Parent/Guardians for an Under 18 Student) agrees that the Centre may administer first aid as is deemed appropriate and to seek medical, dental or optical treatment on behalf of the Student when required.

14.4 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 Under 18 Welfare & Accommodation 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 [and may ask the Student to complete a form with supporting evidence and documentation to give a full description of the matter reported if it may impact on the Student's ability to learn while studying at the Centre. 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. See the UniHaven College Learner Disability Policy for full details.

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/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.

14.7 Students are required to hold medical insurance whilst in Ireland as part of their Irish visa requirements. Students must obtain adequate medical insurance prior to travel for all medical care which should cover for accident and/or disease and should cover the Student for any period of hospitalisation by taking out a medical insurance policy arranged by UniHaven College or by arranging such a policy themselves. Where a Student arranges their own medical insurance policy, such policy must be issued in the English language. Please see the Recruitment and Admissions Policy for further details.

14.8 Cancellation or withdrawal for medical reasons is subject to the notice periods described in **clause 9** and **10**. Please see the Recruitment and Admissions Policy and the Fees and Refund Policy for further details. 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 various matters, including:

- serious or persistent disciplinary or behavioural matters – please see the UniHaven College Student Complaints and Disciplinary Procedure;
- persistent failure to attend lessons – please see the UniHaven College Attendance Monitoring Procedure;
- failing to meet required academic standards due to academic misconduct – please see the UniHaven College Assessment and Awards Policy and the UniHaven College Academic Misconduct Procedure;
- the Student or Signatory misleading the Centre as to the Student's qualifications, medical or psychological history, learning difficulties, prior Irish 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 – please see the Recruitment and Admissions Policy and the Fees and Refund Policy; or

- Failure to pay Fees within agreed timelines – please see the Fees and Refund Policy.

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 promptly repayable.

15.3 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 – please see the Fees and 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.

16. Accommodation if you are under 18

16.1 Other than as permitted under **clause 16.2**, any Student under the age of 18 (an "Under 18 Student"), must live in Accommodation provided by **ONCAMPUS** or by UniHaven College's recommended accommodation providers for Under 18 Students.

16.2 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 the **ONCAMPUS Accommodation Policy** (please click <https://www.oncampus.global/ugc-1/1/1/0/485bf9bf-f7d6-4c33-a5d4-39326193a941.pdf> for that policy).

17. Under 18 students who have not booked Accommodation

17.1 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 from UniHaven College's recommended accommodation providers for Under 18 Students. The Under 18 Student will be charged for the room.

17.2 Students placed in **ONCAMPUS Accommodation** under **clause 17.1** 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.

17.3 Important. If notice is not given at least one calendar month before the end of the current term, the licence will renew and the Student will be charged the accommodation fees 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 UniHaven College Student Complaints and Disciplinary Procedure 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 Acts 1988 to 2018 and other related legislation. We will process such personal data:

- as set out in the *Centre's Data Protection Policy* which is available on the Centre's website at https://www.oncampus.global/ugc-1/1/99/0/unihaven_policies.pdf#page=160 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.

19.2 If you have any queries about how we process your personal data, please contact the Data Protection Officer on dpo@unihaven.ie

19.3 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.

20. Contact Details, Feedback, Appeals and Complaints

20.1 Specific staff contact details for all relevant policies and procedures will be provided to Students at induction with the roles and responsibilities for UniHaven College staff charged with the responsibility for implementing the policies and procedures referred to in this contract included in the UniHaven College Student Handbook.

20.2 While enrolled at the Centre, Students are able to request feedback and/or appeal in certain circumstances (for example, appealing assessments/examinations outcomes, attendance monitoring procedure decisions and disciplinary procedure decisions (as described in the relevant policies and procedures).

20.3 If you have any complaint or concerns during your studies, you should speak to UniHaven College staff at your Centre, as they will be happy to help. Contact the programme manager who will guide your complaints and help to resolve any concerns that you may have. Full details are outlined in the UniHaven College Student Complaints and Disciplinary Procedure.

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 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. If the Centre is unable to complete the programme or must end the programme prematurely such that it will not restart again, the Student may be entitled to a refund in accordance with the UniHaven College Learner Protection Policy.

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. Such absence will be considered as an approved absence under the UniHaven College Attendance Monitoring Procedure. In such circumstances, 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 they 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 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 Academic Director (once the Student has physically arrived) or via studywithus@unihaven.ie (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.

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 promptly 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 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.

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