

Universify Education

(2) Terms and conditions

You and your parent or guardian (if appropriate) should pay particular attention to clause 8.

1 About these terms and conditions

- a** These are the terms and conditions under which we, Universify Education, will deliver the course named in part 1 (Course details) to you, the person wanting a place on the course. References to 'you' in this document also mean your parent or legal guardian if appropriate.
- b** Please read this document carefully before you apply for the Universify Education programme. It explains who we are, how we will deliver the course to you, how you and we may change or end the agreement, what to do if there is a problem, and other important information. If you think that there is a mistake in these terms and conditions, please contact us (see 2b below).

2 About us

- a** We, Universify Education, are a registered charity, with the registration number 1167240. Our registered office is at 18 Beaumont Street, Oxford, OX1 2NA.
- b** You can contact us by emailing our programme service team on info@universifyeducation.com or by writing to us at 18 Beaumont Street, Oxford, OX1 2NA.
- c** If we need to contact you, we will phone, email or write to you using the contact details you provided when you applied for the programme, unless you have updated those details since then.

3 Forming a contract between you and us

- a** If we accept your application and a deposit is paid by you, a contract between you and us (referred to as 'the agreement' in this document) will come in to force, and these terms and conditions will start to apply, when we send you an email confirming that we have accepted the application.
- b** If you want to change the course you have a place on, you must contact us as shown in 2b. We will decide whether or not the change is possible.

4 Delivering the course

- a** We will deliver the course in line with part 1 'Course details'.
- b** We can make any changes to the course if:
 - we need to do so to keep to any law or safety requirement that applies; or
 - the change does not affect the nature or quality of the course in a significant way.
- c** We will tell you about any changes we are making to the course.
- d** We will deliver the course using reasonable care and skill.
- e** If an event outside our control prevents us from delivering the course on time, we will tell you as soon as possible and let you know what we will do to minimise the effect of the delay.

5 Your obligations

- a** You must always keep to the most up-to-date student rules contained in the Student Handbook and our website at www.universifyeducation.com/policies.
- b** If you have any disability, restriction of movement, or medical or learning needs, you must tell us about this so we can make any reasonable adjustments necessary for you to make full use of the course.
- c** You accept that your age at the start of the course will be considered to be the age you are throughout the course, and your accommodation, meals and so on will be based on that age.
- d** You must co-operate with us in all matters relating to the course.

- e** You must give us any information we reasonably need to deliver the course effectively. Not providing the information we reasonably need may impact our ability to provide the requested course.

6 Charges and payment

- a** The course fee and a breakdown of what is included in the course are set out in part 1 'Course details'. All course fees are collected by Universify Education.
- b** You must pay the deposit no later than 30 days before the course starts.
- c** Universify Education does not cover:
 - travel costs, which schools are expected to cover
 - personal items such as laundry; or
 - any items not specifically mentioned as included.
- d** You are responsible for all costs relating to your baggage and personal belongings.
- e** We will hold you responsible for any damage to the accommodation or equipment, except for reasonable wear and tear that can be expected.
- f** You have 14 calendar days to cancel the contract under the Consumer Contracts Regulations (Consumer Credit Act 1974) with full reimbursement, unless you have started the course. The cooling-off period starts the day after you agree to go ahead with the service.

7 Limit of our liability

Pay particular attention to this clause.

- a** If we cannot meet any of our obligations under the agreement, or are delayed in meeting them, because of:
 - something you have done or failed to do; or
 - something you have failed to tell us; or

- you not meeting any of your obligations under the agreement;
we will not be liable for any losses you suffer as a result.
- b** Except where the circumstances in 7e below apply, we are not responsible for any loss or damage that:
 - could not be predicted or expected; or
 - you or we knew might happen when the agreement came into force.
- c** Except where the circumstances in 7e below apply, we will not be liable to you for any indirect loss arising under or in connection with the agreement.
- d** Nothing in the agreement will limit or remove any liability which cannot be limited or excluded under any law that applies, or our liability for:
 - death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors; or
 - fraud or fraudulent statements, assurances, promises or claims.
- e** This clause 7 will continue to apply after the agreement ends for any reason.

8 Cancelling the agreement or ending the course early

- a** You can end the agreement at any time before the course starts. If you want to end the agreement, contact us as explained in clause 2b.
- b** Please see part 1 'Course details' for details of any costs or refunds which may apply.
- c** We may end the agreement at any time, by emailing or writing to you, if you do not:
 - pay us any amount due to us on time, and then within 14 days of us telling you that the deposit is overdue; or
 - give us, within a reasonable time of being asked, any of the information we need to deliver the course.
- d** We may ask you to leave the course if:
 - you persistently break the student rules in a serious way; or
 - you do not tell us about any medical or well-being issue that affects the delivery of the course.

If we ask you to leave the course, or you choose to leave the course early, you will be responsible for all transport costs arising as a result of this.

9 Keeping to relevant laws

- a** We must keep to all laws and regulations that apply to us (relevant laws).

- b** We must not take part in any activity, practice or behaviour which would be an offence under sections 1, 2 or 6 of the Bribery Act 2010 if that activity, practice or conduct had been carried out in the UK.
- c** While the agreement is in force, we must have and keep to policies and procedures to make sure we keep to all relevant laws.
- d** We will promptly tell you about any request or demand we receive for any financial or other advantage of any kind in connection with the agreement.
- e** We will immediately tell you, by email or in writing, if a foreign public official (as defined by the Bribery Act 2010) becomes an officer or employee of ours or has a direct or indirect interest in our business.
- f** Any person providing goods or services on our behalf in connection with the agreement must do so under written contract that includes terms equivalent to this clause 10. We are responsible for enforcing that written contract, and will be liable to you if the terms equivalent to this clause 10 are broken.

10 Data protection

- a** When we use personal information we will keep to the General Data Protection Regulation ((EU) 2016/679) as set out in our privacy policy, which is available on our website at www.universifyeducation.com.

11 General

a Events beyond your or our control

You and we will not be considered to have broken the agreement, or be liable to the other for any failure to meet (or delay in meeting) any obligations under the agreement if the delay or failure was caused by events, circumstances or causes beyond your or our reasonable control.

b Transferring rights and obligations

We may at any time transfer (by legal assignment, subcontract or otherwise) any or all or of our rights and obligations under the agreement to any third party or agent. You cannot transfer any of your rights and responsibilities, and no person other than you or we have the rights to enforce any of these terms and conditions.

c Entire agreement

The entire agreement between you and us is made up of these terms and conditions, the course details in part 1, and the Student Handbook. The entire agreement ends and replaces all previous written or spoken agreements, promises, assurances, understandings and so on between you and us relating to the course.

You and we have no right in connection with any statement, promise, assurance or claim (whether made innocently or negligently) that is not set out in the agreement. You and we cannot make any claim for innocent or

negligent misrepresentation, or negligent misstatement, based on any statement in the agreement.

d Variation

Any change to the agreement must be in writing and signed by you and us (or your or our authorised representatives).

e Waiver

If we do not enforce, or delay in enforcing, any part of the agreement, this will not:

- affect any other part of the agreement; or
- prevent us from enforcing that or any other part in the future.

f Severance

If any part of the agreement cannot be enforced, it will be considered to be changed to the minimum extent necessary to make it enforceable. If such a change is not possible, the relevant part will be considered to have been deleted. Any such change or deletion will not affect the rest of the agreement.

g Notice

Any notice or other communication given under or in connection with the agreement must be in writing and:

- sent by pre-paid first-class post or other next-working-day delivery service; or
- delivered in person;
- sent by courier; or
- sent by fax or email;

using the last known address, fax number or email address you or we (as appropriate) have on record for the other.

Any notice or other communication will be considered to have been received as follows.

- If sent by pre-paid first-class post or other next-working-day delivery service, at 9am on the second business day after posting.
- If delivered by hand, when it is left at the address referred to in the paragraph above.
- If delivered by commercial courier, when the courier's delivery receipt is signed.
- If sent by fax or email, one business day after being sent.

This clause does not apply to providing other documents in any legal action.

h Governing law

The agreement, and any dispute or claim arising out of or in connection with it, will be governed by, and interpreted in line with, the laws of England and Wales.

i Jurisdiction

Only the courts of England and Wales have the power to settle legal proceedings arising out of or in connection with the agreement.