

## Edinburgh Napier University International College (ENUIC) TERMS AND CONDITIONS

### 1. GENERAL INFORMATION

- 1.1. These terms and conditions contain important information about your (“Your/You”) contract with Edinburgh Napier University International College (ENUIC) (“Us / We / Our”) including:
- the basis upon which We will provide Your course
  - Our legal obligations to You
  - Your legal obligations to Us (including to pay Fees)
  - when We can make changes to the Contract
  - when the Contract may be terminated by You or Us.
- 1.2. You should take time to read them carefully and understand them before accepting a place at Edinburgh Napier University International College (“ENUIC”) Please contact Us ([pathways@oxfordinternational.com](mailto:pathways@oxfordinternational.com)) for clarification before you accept a place at ENUIC if there is anything in these terms and conditions that You do not understand.
- 1.3. Your attention is particularly drawn to sections which include important information about Our rights to vary the Contract with You (including the Services (as defined below) provided under the Contract), Our liability to You and Our rights to terminate the Contract with You.

### 2. ABOUT US

- 2.1. **ENUIC** is the trading name of Edinburgh Napier International College Limited, Companies House No 14946701.
- 2.2. **Edinburgh Napier International College Limited** is a subsidiary of Oxford International Education and Travel Ltd (OIEG), registered address New Kings Court Tollgate, Chandler's Ford, Eastleigh, Hampshire, SO53 3LG. The head office address is 259 Greenwich High Road, London SE10 8NB, Telephone number +442082931188.

### 3. ABOUT YOUR COURSE AND YOUR RELATIONSHIP WITH EDINBURGH NAPIER UNIVERSITY

- 3.1. Your studies at ENUIC forms stage 1 of your studies:
- Successful completion of which, and subject to attaining the required continuation grades, allows You progress to stage 2 of Your studies
  - Stage 2 of Your studies is with Edinburgh Napier University. For this stage:
    - You will enter into a separate contract with the university with which You will also need to comply
    - You will need to be registered with the university at the commencement of Stage 2
    - Any rights of complaint/appeal, You will have to make to the university.

### 4. APPLICATIONS AND DISABLED STUDENTS

- 4.1. We welcome applications from prospective disabled students. Applicants and students are encouraged to notify Us and the University of any disability or other support need at the earliest opportunity, so that appropriate and timely support arrangements can be considered. Applicants and students should contact [pathways@oxfordinternational.com](mailto:pathways@oxfordinternational.com) in the first instance who can provide appropriate advice and guidance.

## 5. OUR CONTRACT WITH YOU

### *The offer letter*

5.1. Edinburgh Napier International College Limited will issue You with an offer letter which will set out details of the offer of Your place on a course of study with Us (“the Offer Letter”). The Offer Letter will contain important information about:

- the course, tuition, and other related services with which You will be provided (“the Services”)
- details about the fees payable by You for the duration of the course (“the Fees”)
- the duration of the Contract; and
- details of any conditions that will apply to Your Contract.

### *Conditions with which You will need to comply*

5.2. The Offer Letter and these Terms and Conditions will set out any specific requirements with which You will need to comply as a condition of admission and/or registration on the course, in respect of Your continued registration and/or otherwise. If You fail to comply with any of these requirements We may terminate the Contract as set out in section 13. By way of example only, conditions may include compliance with requirements in connection with English language proficiency, immigration status, or attendance.

### *Provision of information by You*

- 5.3. It is Your responsibility to ensure that all information with which You provide Us and/or which is provided on your behalf at any time (including as part of the application and/or admission process) is and remains true, accurate, complete and not misleading. Failure to comply with this requirement may result in Us withdrawing Your offer of a place on a course or terminating the Contract with You in accordance with section 13.
- 5.4. Failure to comply with this requirement may also result in the University, at Stage 2, withdrawing its offer of a place or terminating its contract with You.
- 5.5. You have the right to request Us to review any decision We make to withdraw an offer or to terminate the Contract within 14 days of the date of the decision as set out in **OIEG Refund Policy (see Appendix 2)**.

### *How to accept Your offer and when the Contract becomes legally binding*

- 5.6. To accept the Offer, You must complete and sign the Acceptance Form and either pay the Tuition Fee Deposit, together with an Administration Fee if specified in the Offer Letter, or submit a Financial Guarantee which relates to Tuition Fees and in value, exceeds the amount of Tuition Fee deposit included in the Offer Letter.
- 5.7. On Our receipt of the completed and signed Acceptance Form and Tuition Fee Deposit (together with any applicable Administration Fee) or sufficient Financial Guarantee, a legally binding contract incorporating these terms and conditions will come into existence between You and Us, which remains conditional on You meeting all conditions in the Offer Letter and meeting all immigration requirements.
- 5.8. If You do not accept the offer within the specified time period, We may withdraw the offer.

### *What the Contract includes*

- 5.9. The Contract between You and Us includes the following:
- these Terms and Conditions
  - the Offer Letter
  - the Refund Policy; and

- the regulations, policies and procedures listed [at Appendix 2 to this Contract] (together, the “**Contract**”).

## 6. YOUR RIGHT TO CANCEL THE CONTRACT

- 6.1. If the legally binding contract formed with the You in accordance with clause 5.6 is deemed to be a Distance Contract, You have the right to cancel the contract if You give notice of cancellation to Us within the fourteen calendar day period beginning on the day following the day on which We first received Your Acceptance Form and the Tuition Fee Deposit or Financial Guarantee.
- 6.2. To cancel Your acceptance, You must clearly inform Us of Your decision to cancel before the Cancellation Period has expired. You may do this by
  - by sending a letter to Head of Admissions, Oxford International Educational Group, 259 Greenwich High Road, London, SE10 8NB, United Kingdom or
  - by sending an email to [pathways@oxfordinternational.com](mailto:pathways@oxfordinternational.com).
- 6.3. You may use the model cancellation form (Appendix 2) to notify Us of Your decision to cancel by letter or email, (but You do not have to use this form).
- 6.4. To meet the cancellation deadline, it is sufficient for You to send Your communication concerning Your exercise of the right to cancel before the Cancellation Period has expired. We do not have to have received it before the expiry of the Cancellation Period.
- 6.5. If You cancel Your acceptance within the 14 day Cancellation Period, We will reimburse any tuition fee payment (including any deposit) received from You as soon as We can, and no later than 14 days after the day on which You informed us of Your decision to cancel Your acceptance. Refunds will only be made to the person who paid the fees.
- 6.6. We may start to provide You with Services before the end of the Cancellation Period if You request Us to do so, for example if You are only applying to Us very soon before Your course is due to start. This will not prevent You from cancelling the Contract during the Cancellation Period. However, if You decide to cancel the Contract once We have started to provide Services to You, then We will be entitled to deduct from any refund a fair amount to reflect the Services You will actually have received until You notified Us of Your wish to cancel. This may include, for example, the costs of any requests for sponsorship visas and/or the cost of any tuition.
- 6.7. Please refer to sections 13 and 14 for further detail about how the Contract can be ended after the expiry of the Cancellation Period.

## 7. YOUR OBLIGATIONS

- 7.1. You are required to:
  - comply with the terms and conditions of the Contract
  - keep all information provided to Us (including Your contact details) up to date and notify Us promptly of any changes in Your information by contacting [pathways@oxfordinternational.com](mailto:pathways@oxfordinternational.com) or by informing the college administrative manager if you had already enrolled
  - meet any and all conditions set out in Your Offer Letter and (where relevant) continue to satisfy them throughout the period of Your registration with Us / on the course
  - pay all Fees and Additional Charges when due
  - comply with all codes, regulations, policies and procedures as amended from time to time (these are listed at Appendix 2 to this Contract which also set out links to each) including in respect of Your attendance, participation on the course and conduct.
  - enrol with Us at the start of Your course and, subject to You meeting the requirements for the following stage of the course, re-register with Edinburgh Napier University subsequently.

## 8. OUR OBLIGATIONS AND THE SERVICES WE WILL PROVIDE

### 8.1. We will:

- provide the teaching, assessments, learning support, pastoral support and other educational support services
- provide the Services to You with reasonable care and skill
- arrange for the transition to Stage 2 of your studies at the University, subject to You attaining the continuation requirements and
- notify You of any changes to the Contract as soon as reasonably practicable.

## 9. FEES AND ADDITIONAL CHARGES

### *Obligation to pay*

- 9.1. The amount of Your Fees will vary depending on whether We categorise Your fees status as a “Home/EU student” or an “Overseas” student. Your Offer Letter will make clear how We categorise You and the amount of Fees and any Additional Charges payable by You under the Contract.
- 9.2. Your obligations under the Contract include paying all Fees and Additional Charges when due. Details of when and how You are required to make payments are set out in the Offer Letter:
- 9.2.1. If Your Fees are funded by a loan from the Student Loan Company, funding payments will be made by the Student Loan Company to the University and the University will be responsible for making payment of Your Fees to Us. You will remain responsible to pay the Us the Fees and any Additional Charges in the event that the Student Loan Company fails to do so when those Fees or any Additional Charges become due. If a refund is payable under this Contract, We will, via the University, be required to make any refund directly to the Student Loan Company.
- 9.2.2. If Your Fees are not funded by a loan from the Student Loan Company, You will be responsible for making payment of Your Fees and any Additional Charges to Us when they fall due. If You have arranged for a third party (for example, a financial or government sponsor) to pay Fees and/or Additional Charges on Your behalf You will remain responsible to pay Us the Fees and any Additional Charges in the event that the third party fails to do so when those Fees or any Additional Charges become due. If a refund is payable under this Contract, We may be required to make any refund directly to the third party who paid the Fees and/or any Additional Charges on Your behalf.

### *Payment by instalment*

- 9.3. We may, in Our absolute discretion, agree that You may pay the Fees in instalments. If We agree to payment by instalments, You must make payment in accordance with the agreed instalment plan. Any such payment plan must be agreed before You enrol.

### *Administration and Other Fees*

- 9.4. In addition to the Fees, You may also be required to pay the following additional fees:
- **an administration fee:** This fee is in respect of processing your application for admission and is payable when You submit Your application and is currently £200 (“**Administration Fee**”);
  - **bank charges, surcharges and/or commission;**
  - **a re-attendance fee:** If You wish to re-attend Your ENUIC course or any part thereof, equivalent to the number of terms re-attended (“**Re-attendance Fee**”);
  - **additional optional study resources** e.g. textbooks from £10 onwards.

### ***Method of Payment and Payment Plans***

9.5. For details on the method of payment, please refer to Your offer letter

### ***Unpaid Fees and Additional Charges***

9.6. If Your Fees and any additional charges are not paid when they are due, this may result in You being suspended, not being allowed to enrol, re-enrol or not being allowed to graduate.

9.7. In addition, We may charge interest on late or unpaid Fees. Debt collection fees may also be recovered from You and an administration fee may be charged in respect of dishonoured cheques. Any interest that may be charged on late or unpaid fees will be added at the base rate +1% of the National Westminster Bank plc.

## **10. OVERPAYMENT AND CLAIM PERIODS**

10.1. Any overpayment will be automatically credited to your university tuition fee upon progression

10.2. If you fail your programme at the College, withdraw from your course or we decide to terminate your studies you will be entitled to a refund of your overpayment. Edinburgh Napier International College Limited will make all reasonable attempts to contact you on the contact details you have provided to us whilst enrolled as a student to return the money to you. If we have been unable to contact you and you haven't claimed your refund within seven years, the amount will be written off and you will no longer be able to claim back this overpayment.

10.3. If you interrupt your studies, your overpayment will be credited to your University tuition fee upon progression. If you fail to return within the return timeframe, we will proceed with the termination of your studies and will backdate it to when you interrupted. As above, we will make all reasonable endeavours to contact you to refund any outstanding amount. However, if you haven't claimed your refund within seven years from the end of the return timeframe, we will write off this amount and you will no longer be able to claim this overpayment.

## **11. INTELLECTUAL PROPERTY**

11.1. The ownership of intellectual property rights is subject to the University's Intellectual Property Policy. Further information and a copy of the policy is available from the University's Research, Innovation and Enterprise Office at [RIE@napier.ac.uk](mailto:RIE@napier.ac.uk)

## **12. OUR RIGHT TO MAKE CHANGES TO THE CONTRACT (INCLUDING COURSE CHANGES AND CLOSURES)**

### ***How we can make changes to the Contract and how this may impact you***

12.1. Whilst We will always try and minimise making changes to the Contract including changes to the Services and/or Course, there may be times where changes are needed. This section describes the circumstances when We can make changes, as well as providing You with further information about what We will do where We look to make such changes.

### ***Changes to pre-Contract information***

12.2. If any information that We may have given to You at the time You were researching Us and making an application for the Course changes by the time We send out Our Offer, We will highlight details of those changes in the Offer.

12.3. By accepting Our Offer, You will be confirming that You are accepting Our Offer on the basis of the changes documented in the Offer. Examples of changes that We may make at this stage could include the following:

- changes made in response to feedback from students and/or external examiners;
- unavoidable changes in Our academic or student support staff;

- where We advised that the Course was subject to approval/accreditation/validation at the time We advertised the Course, if approval/accreditation/validation has not been obtained by the date of Your offer, We may need to combine, alter or discontinue a Course
- changes that are required by law and/or as a result of a regulatory requirement that OIEG, as a provider of educational services, is required to comply with;
- changes that are required by a statutory, regulatory and/or professional body and/or other regulator;
- reasonable changes to the content and teaching provided on the Course;

#### ***Changes after You have entered into the Contract with Us***

12.4. Where We need to make changes to the Contract and Services after our Contract has been formed, We will, in each case, assess the potential impact of such change on the Contract and Our students and will follow the principles set out in this section at all times. We are always looking to improve and enhance students' experience with Us, and We will engage in dialogue with Our students throughout their studies, as well as with Our teaching staff, and will actively seek feedback from these groups about how We can improve Our service delivery to Our students.

12.5. The circumstances that We describe in this section are not the only ones that may arise during Your studies with Us, but these will give You some context as to when We may need to amend the Contract (including the Services and Course).

#### ***When we can make changes to the Contract***

12.6. We can make changes to our Contract including to the Services and/or Course

- to reflect changes in the law and/or professional, regulatory and/or statutory body and/or UKVI requirements;
- as required by government policy, regulatory requirements and/or guidance and/or a decision of a competent court or similar body;
- to comply with any requirement set by the Office for Students and/or any other regulator or funding body;
- to comply with validating university and/or awarding/accrediting body requirements;
- to deal with unavoidable changes in Our academic and/or support staff;
- to address and/or to take steps in response to a security threat;
- to incorporate sector good practice guidance;
- in light of student feedback and/or external examiners' feedback;
- to reflect material developments in academic teaching, research and/or professional standards and/or requirements;
- minimum enrolment numbers / fall in future enrolment numbers;
- withdrawal of any relevant validation or accreditation;
- to reflect changes made by a placement provider and/or withdrawal of a placement by a placement provider
- to reflect changes made by the University and/or the requirements of a collaborative partner
- for any other valid reason.

#### ***What type of changes may be made?***

12.7. The reasons in section above may result in a number of different changes being made by Us in response. We have set out in this section some examples of these responses and, to help You understand what such changes may mean for You in practice, We have done this by referring to those examples using the headings "major changes" and "minor changes". The provisions of sections 12.8 and 12.9 will apply depending on the type of change that is anticipated at the time.

##### ***(i) Minor Changes (non-exhaustive list of examples)***

- reasonable changes to the timetable for delivery of the Course;
- reasonable changes to the number of classes/lectures and other teaching activity relating to the Course;
- reasonable changes to the methods by which the Course is delivered and/or assessed;
- reasonable variations to the content and syllabus of the Course;
- changes to the location of the Course teaching facilities, provided these are within the same campus and/or provided they are of equivalent quality as those advertised by Us;
- additions and/or withdrawals of certain non-core modules on the Course;
- changes to reading lists to deal with changes in the relevant subject area relating to the Course to ensure the same remains as up to date as possible;
- procedural changes to Our Student Handbook that help improve the same to Your benefit;

**(ii) Major Changes (non-exhaustive list of examples)**

- changes to the way that We teach, supervise and/or assess a course to ensure that We are continuing to provide that course to You lawfully and/or in accordance with academic standards and quality;
- to make additions and/or withdrawals of certain core/compulsory modules on Your Course;
- to implement more significant changes to Our courses;
- changing Our security procedures to such an extent as may materially impact on the way that You previously acted when on campus with Us;
- significant changes to the location or specification of Your Course teaching facilities, which could include moving the Course to a different campus or a location that is not located near the original delivery campus.
- to make significant changes to Our Student Handbook that help improve them where the same are not to your benefit.

**How We will tell you about changes to the Contract**

- 12.8. For minor changes, We will notify You of any amendments via the email address you listed in the application form, by providing You with as much notice as is in Our view appropriate in the circumstances. Where possible, We will look to provide this notice to You in advance, but this may not always be possible.
- 12.9. For major changes, We will notify you via the email address listed on the application form or subsequently provided to the College at enrolment, as soon as possible, and in any event, generally no later than 14 days before We are due to make the relevant change. Where We take the decision to amend or make any changes to a module or a taught programme once you have matriculated we will:
- Explain why this decision is being taken
  - Communicate this change through Student Staff Liaison Committees, Boards of Studies and the programme pages on Moodle
  - Ensure where there are any proposed changes to compulsory modules, that you are informed at least one term before you are due to start the module

It is your responsibility to maintain your contact details (including your email address) up to date. If you need to change your contact details you can email [pathways@oxfordinternational.com](mailto:pathways@oxfordinternational.com) or contact the College Administration.

- 12.10. If You do not agree with a major change We make to the Contract, You will be entitled to terminate the Contract in accordance with clause 14, and You may be entitled to an appropriate refund of the Fees You have paid to Us.

**Withdrawal of Courses**

**(i) Pre-commencement of Course**

12.11. There may be times where We need to discontinue the Course or decide not to provide the Course or to merge or combine the Course with other Courses of study, if such action is reasonably considered to be necessary by Us. If We decide to take such action prior to the Course commencing then We will use reasonable endeavours to notify You in advance and You shall be entitled to cancel this Contract by written notice to OIEG Head of Admission. In these circumstances You will be entitled to a refund of any deposit/Fees which You have paid.

**(ii) Post-commencement of Course**

12.12. There may also be times where We need to discontinue the Course or to merge or combine the Course with other courses after the Course has commenced if such action is required as a result of one of the reasons set out in section 12.6. At all times the University will seek to minimise the impact on our students and wherever possible will seek to allow students to complete their pathway programme as planned.

12.13. Where this is not possible We will take reasonable steps to seek to:

- offer you a place on an alternative course (subject to place availability and You complying with the requirements of admission to and registration on that Course); or
- at Your request assist you to join another course at another provider, and
- if appropriate, issue You with a refund of the Fees paid.

**13. TERMINATION OF THE CONTRACT BY US**

13.1. We may terminate the Contract on notice to You such notice as may be appropriate having followed any relevant policies or procedures as a result of:

- Us becoming aware that information You have provided to Us is untrue, inaccurate, incomplete and/or misleading and/or at any point becomes untrue, inaccurate, incomplete and/or misleading;
- You failing to materially comply with Your obligations under this Contract;
- You failing to comply with requests for information, to make declarations and/or to meet specific requirements of Your course and/or conditions as specified in the Offer Letter;
- Your circumstances changing so that You no longer have permission to remain in the UK, You acquiring a relevant criminal conviction or developing a health condition that prevents You from meeting the occupational health requirements of your course;
- You failing to meet the requirements to register for Your course;
- material breach by You of Our regulations, policies, procedures and/or codes;
- You failing to meet the required standard performance of Your course as prescribed by academic and professional suitability requirements;
- if You do not pay Your Fees by the specified due date for payment, and where You fail to make good Your debt following the period specified within Our debt recovery policies. This includes where You have an agreement with a third party (e.g. a sponsor) for them to pay Your Fees on Your behalf;
- where You engage in any activity or otherwise act in a manner that brings Us into disrepute;



#### 14. TERMINATION OF THE CONTRACT BY YOU

14.1. You have the right to terminate this Contract in the following circumstances:

- 14.1.1. where We seek to make a significant change to the Contract that You do not agree with; and
- 14.1.2. at any other time without reason.

#### 15. WHAT HAPPENS IF THIS CONTRACT IS TERMINATED

15.1. In the event of termination of Your Contract by Us or by You as permitted in sections 13 and 14 above, You may be entitled to a refund as indicated in the Refund Policy (See Appendix 2).

15.2. Please note that if either You or We terminate the Contract under sections 13 and 14 and You have a tuition fee loan from the Student Loans Company, We will, via the University, notify the Student Loan Company that their liability for tuition fees has reduced and therefore the Student Loan Company will reduce the amount of Your loan. If a third party pays Fees on Your behalf, We may pay any refund directly to that third party.

#### 16. COMPLAINTS

16.1. We operate a complaint procedure and policy (see Appendix 2)

16.2. You may also refer Your complaint to the College Director.

16.3. If You have any queries about Your Contract, You should contact [pathways@oxfordinternational.com](mailto:pathways@oxfordinternational.com)

#### 17. DISCLOSURE AND BARRING SERVICE (DBS) CHECKS

17.1. OIEG is very mindful of any duties it may have in Scotland under the Protection of Vulnerable Groups Act (Scotland) 2007. These duties may apply (for example) in the case of:

- 17.1.1. Students who are aged under 18; or
- 17.1.2. Students who are “vulnerable adults”; or
- 17.1.3. Students, for example nursing or teaching students on work placements, who may come into contact with vulnerable adults or children during the course of their studies.

17.2. OIEG expects all its staff, students and contractors to be alert to any concerns about the welfare of children or vulnerable adults (for example, hospital patients) and to report any such concerns they may have, however apparently trivial, as soon as possible to the relevant safeguarding officer (who may be the safeguarding officer at a school or hospital, in the case of a placement).

17.2.1. The PVG Act requires OIEG, ENUIC and/or ENU to:

17.2.2. Check whether individuals are barred from undertaking activities regulated by Disclosure Scotland, and/or to undertake criminal record checks; and

17.2.3. Supply certain information about individuals to the Disclosure Scotland Service, for example, where OIEG considers someone to pose a risk of harm to children or vulnerable adults.

17.3. Edinburgh Napier’s Safeguarding Policy and Support Framework explains in more detail how such matters should be approached and is available here: <https://my.napier.ac.uk/wellbeing-support-and-inclusion>

#### ***Criminal Offences whilst you are Enrolled at ENUIC and/or Edinburgh Napier University***

17.4. Students must disclose to OIEG, ENUIC or ENU if they are convicted of “relevant criminal offences” at any time whilst they remain a student at ENUIC. Details of what amounts to a “relevant criminal offence” differs for

students involved on teaching, health and clinical programmes (for example, Secondary Education, Nursing and Allied Health Professions).

***Offers and courses which are conditional on Criminal Records/Disclosure and Barring Service, ATAS or Occupational Health checks***

17.5. As owners of the Admissions process, Edinburgh Napier University may withdraw an offer, refuse to admit you or may withdraw you from your course or research activity, for any failure to comply with the terms of any requirements (whether imposed by legislation or regulatory requirement, or otherwise reasonably required by OIEG, ENUIC or ENU) that your offer, studies or research activity require:

17.5.1. Satisfactory criminal record/disclosure and barring service checks;

17.5.2. An Academic Technology Approval Scheme (ATAS) certificate (including compliance with its terms);

17.5.3. Satisfactory occupational health checks (but subject to OIEG obligations under the Equality Act 2010 in respect of students with disabilities).

17.6. If you believe a decision by OIEG, ENUIC and/or ENU in respect of such matters is incorrect, you may invoke the relevant complaints procedure (please see the relevant Chapter of ENU's General Regulations and Procedures affecting Students and the Complaints Procedure).

## **18. IMMIGRATION AND VISAS**

18.1. If you require a visa to study in the UK, You must Comply with any visa requirements, including those set out by the Student sponsor, Edinburgh Napier University (see Appendix 2 and available in ENUIC).

18.2. It is the student's responsibility to obtain the correct immigration status prior to enrolment at the ENUIC and to maintain this during the Programme of Study. Relevant supporting documentation such as a passport, a valid vignette (sticker) in the passport and/or Biometric Residence Permit (BRP) are required before enrolment at the centre can commence. If you have a pending visa application, evidence such as completed application form and correspondence with the Home Office/UKVI are also required. We do not tolerate fraud or false or misleading representation in the process of obtaining an offer or visa under our sponsorship. This may also impact upon on any refund of fees you have paid to us. See Refund Policy for further details.

18.3. Students must observe the relevant immigration regulations at all times such as work limits and police registration requirements. Breach of such regulations may lead to withdrawal.

18.4. Any students withdrawing from a Programme of Study after the CAS has been used will be reported to the Immigration Authorities as a curtailment of their programme. Documentary evidence will be required to show that you have not breached the rules and regulations of UK immigration laws, including proof of your current location.

18.5. Students also must ensure they are aware and understand the Student rules and policies relevant to their enrolment and immigration conditions. These policies include, but are not limited to, Attendance Policy and Discipline Policy. Failure to comply with these policies could lead to withdrawal from ENUIC and subsequent withdrawal of visa sponsorship.

## **19. OUR LIABILITY TO YOU**

19.1. If We fail to comply with this Contract, We are responsible for loss or damage You suffer that is a foreseeable result of Our breach of this Contract or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of Our breach or if they were contemplated by You and Us at the time We entered into this Contract.

19.2. We cannot accept responsibility and We will not be liable to You for:

19.2.1. any damage to Your property (including to vehicles and bicycles parked on campus or at other parking locations as designated by Us and to personal equipment such as mobiles, tablets and laptops) unless

- caused by Our negligence;
- 19.2.2. work submitted for assessment that is not returned;
- 19.2.3. personal injury or death except in so far as it is caused by Our negligence; or
- 19.2.4. loss of opportunity and loss of income or profit, however arising.
- 19.3. We do not exclude or limit in any way Our liability for:
- 19.3.1. death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
- 19.3.2. fraud or fraudulent misrepresentation; or
- 19.3.3. any other matter which we are not permitted to exclude or limit our liability by law.
- 19.4. We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under this Contract that is caused by an Event Outside Our Control.
- 19.5. An Event Outside Our Control means any act or event beyond Our reasonable control including without limitation:
- 19.5.1. strikes, lock-outs or other industrial action by third parties;
- 19.5.2. strikes, lock-outs or other industrial action by Our employees;
- 19.5.3. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster or "act of god", or failure of public or private telecommunications networks.
- 19.6. If an Event Outside Our Control takes place that affects the performance of Our obligations under the Contract:
- 19.6.1. We will contact You as soon as reasonably possible to notify You; and
- 19.6.2. Our obligations under these Terms and Conditions will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control.
- 19.7. Should an Event Outside Our Control interfere with Our ability to deliver Your course, We will use reasonable endeavours to minimise the disruption caused to You.

## **20. HOW WE USE YOUR PERSONAL DATA, AND YOUR OBLIGATIONS**

- 20.1. The University's Data Protection Policy and Our Data Protection Policy explain what data We might hold about you, how we use it, who we might share it with and the reasons for doing that. The OIEG Privacy Policy can be accessed here: <https://www.oxfordinternational.com/about-oxford-international/privacy-policy/>
- 20.2. Students who are involved in dealing with other peoples' personal data (for example in some research projects, or in the course of a work placement at a hospital) must ensure that they abide by the requirements of data protection law (which contains requirements about security of personal data, and how such data is used and shared). They should refer to relevant policies [Data Protection \(napier.ac.uk\)](https://www.napier.ac.uk/data-protection)

## **21. OTHER IMPORTANT TERMS**

- 21.1. We may transfer Our rights and obligations under the Contract to another organisation, and We will always notify you in writing if this happens, but this will not affect Your rights or Our obligations under the Contract.
- 21.2. This Contract is between You and Us. No other person shall have any rights to enforce any of its terms.
- 21.3. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 21.4. If We fail to insist that You perform any of Your obligations under these terms, or if We do not enforce Our

rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You and will not mean that You do not have to comply with those obligations.

21.5. Our contract is governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts.

**Appendix 1**  
**Cancellation Form**

**To:**

I hereby give notice that I cancel my contract for the supply of services on the [INSERT PROGRAMME TITLE] at Edinburgh Napier University International College.

**Offer letter dated:**

**Name of student:**

**Signature of student:**

**Date:**

## Appendix 2

### ENUIC codes, regulations, policies and procedures

#### **OIEG Pathways Admissions Policy**

<http://www.oxfordinternational.com/wp-content/uploads/2019/02/OIEG-Pathways-Admissions-Policy.pdf>

#### **OIEG Refund Policy**

[OIEG-Refund-Policy.pdf \(oxfordinternational.com\)](#)

#### **ENU Students Complaints Policy**

[Making a complaint \(napier.ac.uk\)](#)

#### **ENUIC Attendance Policy**

(available upon request from the ENUIC College Manager)

#### **ENU Student Visa Guidance**

[Visas and immigration \(napier.ac.uk\)](#)

#### **ENU Student Charter**

[Student Charter \(napier.ac.uk\)](#)

#### **ENU Assessment and Feedback Policy**

Included in general regs: [Academic Regulations 2022/23](#)

#### **ENU Higher Education Schemes and Regulations**

[Academic Regulations 2022/23 \(napier.ac.uk\)](#) \*

\*The University's Academic Regulations are currently being updated to incorporate ENUIC programmes. Applicants will be notified when these regulations are updated.

#### **ENU General Regulations and Procedures Affecting Students:**

[Regulations, Conduct & Safety \(napier.ac.uk\)](#)

**EDINBURGH NAPIER STUDENT TERMS & CONDITIONS:** [Terms and Conditions \(napier.ac.uk\)](#)