

# Terms & Conditions of Admission & Payment of Fees

## 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 College in the Offer Pack for completion when accepting a place for the Student at the College.

**"Accommodation"** – the residential student accommodation comprising the bedroom in the Building allocated to the Student by CSVPA (as may be changed by CSVPA from time to time), together with shared use of the Communal Areas.

**"Agent"** – the person or organisation that the Parent or Student has entered into a contract with directly (and separately) for the provision of educational choices advisory services.

**"College"** or **"we"**, **"us"** or **"our"** – CSVPA, which is a trading name of Cambridge Arts & Sciences Limited (company no. 03454690), a limited liability company registered in England.

**"contract"** – has the meaning given in clause 3.

**"Offer Pack"** – the pack of information we send confirming our offer of a place at the College for the Student, which includes details of the College's fees and the Acceptance Form.

**"Parent"** – any holder of parental responsibility<sup>1</sup> for a child or young person (ie, under the age of 18) who is a Student."

**"Residential Agreement"** – the separate terms and conditions upon which College accommodation is provided to an Over 18 Student. Students who are under the age of 18 must live in College accommodation (except as outlined in clause 15.1) which is provided under these Terms and Conditions.<sup>1</sup>

**"Signatory"** – each person who has signed the Acceptance Form, as further described in clause 3 below.

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

**"Under 18 Student"** – a student who is under the age of 18 on the first day of the course to which the contract refers.

**"Over 18 Student"** – a student who is over the age of 18 on the first day of the course to which the contract refers.

**"A student under the age of 18"** – a student who is under 18 at a particular time.

**"Terms and Conditions"** – these terms and conditions as may be amended from time to time.

**"term's notice"** or **"semester's notice"** – written notice given not

later than the first day of the term or semester *before* the term or semester to which the notice relates.

**1.2** In these Terms and Conditions we sometimes provide illustrative examples to try and provide a better understanding of what we are referring to. We do this by using the words **"for example"**, **"includes"** or **"including"**. When we do use these words, it means that the examples that are given are not exclusive or limiting examples of the matter in question.

## 2. About these Terms and Conditions

**2.1** **Please read these Terms and Conditions carefully.** They set out the terms and conditions on which we provide educational services to the Student.

**2.2** It is important that the Signatory (and the Student if different) read these Terms and Conditions before accepting our offer of a place for the Student at the College.

**2.3** The Terms and Conditions apply throughout the Student's stay with the College 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"**) with the College. The contract applies for the length of the Student's course of study at CSVPA.

**3.2** The parties to the contract are the College and each Signatory who has signed the Acceptance Form.

**3.3** 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 College); or
- **signature by the Student's Parent(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.**

**3.4 Important** – each Signatory is liable for and must ensure that all of the fees are paid to the College. This is because our contract applies to each Signatory together and each

<sup>1</sup>Parental responsibility is defined in the Children Act 1989 as "all the rights, duties, powers and responsibilities and authority which by law a parent of a child has in relation to the child and his or her property". It equates to legal responsibility for a child under the age of 18. If you have any doubts about whether you do or do not have parental responsibility for the child, you may wish to seek legal advice.

Signatory on his or her own. Each Signatory has an individual responsibility to ensure that the fees owing to the College are paid. In practice this means that if fees have not been paid to the College then, in order to recover the outstanding payments, the College can seek payment of the full amount outstanding from any Signatory (be that the Student if the contract was entered into with him or her because they were over the age of 18 at the start of the course, or each Parent who has entered into the contract because the Student was, at the start of the course, under the age of 18).

**3.5** Where there is more than one parent as signatory, each parent agrees that, prior to and during the Student's time at the College, the College is entitled to assume that they have consulted with each other so far as decisions regarding the Student are concerned. Accordingly each Parent accepts that the College is entitled to treat:

- any instruction, authority, request or prohibition received from one Parent as having been given on behalf of all of them; and
- any communication from the College to one Parent as having been given to all of them.

**3.6** We will send information (eg, College 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 Parents 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.

**3.7** An Over 18 Student in CSVPA Accommodation must additionally sign the Residential Agreement prior to the start of their studies. If the Student takes up the accommodation without signing the Residential Agreement, that accommodation will be provided on the basis of the terms and conditions set out in the Residential Agreement.

**3.8** Under 18 Students are required to stay in CSVPA accommodation and it is therefore provided upon these Terms and Conditions. As such, Under 18 Students (or their Parents) must not sign the Residential Agreement.

#### 4. Application and enrolment

**4.1** To apply to enrol at the College, an application form must be completed. If a suitable place is available, we will then send a full Offer Pack to complete, which must be signed in accordance with [clause 3](#) above.

**4.2** **Our offer of a place is accepted, and the contract entered into, when the deposit and registration fee (as indicated in the Offer Pack) are paid.** In cases where no deposit is payable then the contract is entered into upon payment of the registration fee only.

**4.3** 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 or meeting any entry requirements, in each case as may be detailed in the Offer Pack.

**4.4** A final letter confirming the place on the course will be issued once all the required documentation has been received, although the contract is formed and entered into when we receive the deposit and registration fee.

#### 5. Payment of fees and expenses

**5.1** We will invoice for fees termly (or semesterly) in advance. **Fees are due at least fourteen (14) days before the start of the relevant term (or semester) – we refer to this as the "due date".**

**5.2** We may charge interest at the rate of 3% per year on late payments. Unless we agree otherwise in writing, this interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment.

**5.3** Where 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 the results of examinations or withhold College references or other information;
- require advance payment for future terms/semesters as a condition of our continued provision of education to the Student; and/or
- exclude the Student from the College. Refer to [clause 13.2](#) for further information.

**5.4** Students who are suspended for non-payment of fees will be marked as absent for lessons.

**5.5** The Signatory will be responsible for reasonable costs and expenses incurred by the College 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 College's favour).

**5.6** We regret that we cannot extend credit to Students (or Parents). All additional expenses (trips, examination fees, books and materials, etc) must be paid for in full and in advance if requested. We may refuse to allow the Student to participate in the relevant extra-curricular activity or sit the relevant examination for example, while the applicable charge for that activity or examination remains unpaid.

**5.7** The deposit cannot be used to pay for expenses or cover any shortfall in fees. **The deposit will be refunded only once all outstanding fees and expenses have been cleared.** This process will take time and we cannot refund deposits prior to its completion. A refund form will be sent to the Signatory which must be completed, signed, and returned to us before the refund is processed. The deposit will only be returned to the original fee payer.

#### 6. Fee increases and programme changes

**6.1** Fees are adjusted annually in September for each new academic year. Fee increases will not apply if payment has already been made by the time the new prices are published. Notice of the new fees will be provided in time to allow withdrawal on a full term's (or semester's) notice under [clause 9.1](#).

**6.2** The College website and prospectus describes principles upon which the College is run. However, we may find it necessary to make changes to any aspect of the College, including the curriculum or manner in which education is provided to Students.

**6.3** The College may need to withdraw a programme or a single subject prior to the start of the course, for example if an insufficient number of students have enrolled.

**6.4** Once the Student has started on the course, we will give reasonable notice of any significant changes wherever possible

and work with the Student to support them, for example by providing suitable alternative provision or refunding any unexpired parts of the course.

## 7. Late 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 the agreed late arrival date. **In such cases the College'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.

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

**8.1** A summary of tuition refund criteria is available at [www.csvpa.com/refunds](http://www.csvpa.com/refunds). **Please note that accommodation cancellation is not included and the terms and conditions below apply.**

**8.2** Written cancellation must be given by email to the College's Admissions Department ([admissions@csvpa.com](mailto:admissions@csvpa.com)).

**8.3** The following consequences shall then apply, depending on when written notice of cancellation is received by the Admissions Department:

- **more than fourteen (14) days before the first day of term** (except where you change your mind within our fourteen (14) day cooling-off period – see below) – the deposit and registration fee are forfeited and will not be refunded if the Student does not take up his or her place at the College.
- **less than fourteen (14) days before the first day of term/ semester (or where no notice is provided at all)** – the deposit and registration fee are forfeited and will not be refunded if the Student does not take up his or her place at the College) **plus** one full term's (or semester's) applicable fees in lieu of notice and, **if applicable, the full year of Accommodation fees, which will be payable and will become due and owing to the College as a debt.**

**8.4** When a Student's start date is deferred and then their place is subsequently cancelled, this will be considered as less than fourteen (14) days' notice.

**8.5** If cancellation is due to a visa refusal, please refer to [www.csvpa.com/refunds](http://www.csvpa.com/refunds). Full written details including evidence of refusal will be required as a condition of such refund.

**8.6** Under UK consumer law the Signatory has the right to change their mind within fourteen (14) days of original enrolment (the "cooling off period"), starting from the day after we receive payment of the deposit and registration fee. In this event, all fees paid will be refunded. The signatory must make a statement of cancellation to us in writing, either to the Admissions Team ([admissions@csvpa.com](mailto:admissions@csvpa.com)), or using the cancellation form available at [www.csvpa.com/about/contact](http://www.csvpa.com/about/contact). No cooling off period applies if the Student has started the course and/or started occupying the Accommodation.

## 9. Withdrawal (after arrival)

**9.1** A summary of tuition refund criteria is available at [www.csvpa.com/refunds](http://www.csvpa.com/refunds). **Please note that withdrawal from accommodation is not included and the following terms and conditions apply.**

**9.2** Once a Student has arrived, one full term's (or semester's, where relevant) notice is required for any withdrawal (other than at the end of the course of study in which the Student

is enrolled). If a term's (or semester's) notice is provided, we will not charge fees in lieu of notice for tuition. **However it is not possible to withdraw from Accommodation mid-year and therefore full Accommodation fees will be due for the remainder of the current academic year (or the following academic year if notice is not given prior to the first day of Summer term 2)**<sup>2</sup> The limited exception to this is where the College 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 College's administrative costs or a reasonable estimate of those costs plus pro-rata Accommodation Fees for any period when the allocated Accommodation was vacant

**9.3** If we do not receive a full term's (or semester's, where relevant) notice (or no notice is received at all), one term's fees in lieu of notice (or semester, where relevant) will be charged and, if applicable, Accommodation fees until the end of the then-current academic year (or the following academic year if notice is not given as specified in [clause 9.2](#) for that next academic year). Fees in lieu of notice will become payable to us as a debt on the first day of the term (or semester) that would have been the final term (or semester) if correct notice had been given. Notice must be sent by email to the Rector via Student Services at [studentservices@csvpa.com](mailto:studentservices@csvpa.com).

**9.4** Any Tier 4 visa-holding Students who withdraw will be reported to UKVI as detailed in [clause 11](#).

**9.5** The College is unable to refund or reduce fees when the Student is absent due to illness or injury or other emergency, or change in personal circumstances. Nor would fees be reduced if the Student withdraws part way through a term. We therefore strongly advise arranging adequate fee insurance to provide cover in such cases..

## 10. Withdrawal from Accommodation (after arrival)

**10.1** Where Accommodation is provided by the College under separate terms and conditions of the Residential agreement (Over 18 students), withdrawals from Accommodation will be dealt with under the Residential Agreement.

**10.2** Otherwise if the Student moves out of accommodation before the end of the Period of Agreement (subject to [clause 15.1](#)), the Student remains responsible for paying the Accommodation Fees to the end of the then-current academic year, and, depending on when notice is given, the Student may also need to pay Accommodation Fees for the next academic year. Please see [clause 10.3](#) below

**10.3** For Students on courses which last more than one academic year, the College provides a limited opportunity to withdraw from the Accommodation for the second or third year of the course subject to [clause 15.1](#) and:

**10.3.1** either provide notice prior to 30<sup>th</sup> June that they wish to withdraw from College accommodation with effect from the start of the next academic year. The Signatory must either provide the notice or confirm that they support it;

**10.3.2** or where insufficient notice is given (or no notice is provided all), pay to the College the difference between the fees inclusive of accommodation and the fees exclusive of accommodation for the next academic year, in lieu of notice UNLESS AND UNTIL the College, prior to the end of the next academic year, fills the vacancy in the College's accommodation created by the Student's moving out (at which point the Signatory shall only then be liable to pay the fees exclusive of accommodation).

## 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. 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 fees in lieu of notice as set out in [clause 9](#). We will not be responsible for any related or ancillary costs or losses incurred.

**11.2** No reduction of fees will apply to any time missed due to the Student ensuring they have a valid immigration status and the right to enter, live and study in the 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 College.

**11.4** If the student holds a non-Tier 4 visa that permits study they are responsible for ensuring that they maintain their visa 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.

**11.5** We are required to withdraw sponsorship of Tier 4 visas for a number of reasons, including:

- 11.5.1** failure to enrol or re-enrol on the course;
- 11.5.2** failure to meet the minimum attendance requirements;
- 11.5.3** the enrolment being terminated, or the Student withdrawing, being excluded or deferring their studies; and
- 11.5.4** students successfully completing the course in a shorter period than originally planned.

**11.6** As a part of any withdrawal process the Student must provide documentary evidence of their return to their home country (e.g. visa stamp or boarding pass) or of their new school or education institution (e.g. a new visa).

**11.7** If the Student's visa is revoked, the College will be entitled to cancel this contract and withdraw the Student with immediate effect. The withdrawal will be subject to fees in lieu of notice as set out in [clause 9](#). Support may be provided at our discretion in cases of UKVI error.

## 12. Academic performance

**12.1** The Student is expected to attend lessons, complete their work, and attain reasonable performance targets. English for academic purposes will form part of an international Student's studies until such point as they reach a certified IELTS level of 6.5 in all areas, or higher as per the entry requirements of their **preferred destination institution**.

**12.2** If, in the reasonable opinion of the Rector, the Student has not satisfactorily attended lessons, or has failed to attain reasonable performance targets, the College may not enter the Student for public or internally accredited examinations or may exclude the Student. Please see [clause 14](#).

**12.3** The College will support the Student to progress to a Higher Education course at CSVPA or another university in the UK (if they so require). It is the duty of the Student to ensure all supporting qualification documents submitted to the College 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 personal standing 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 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.

**12.5** Where it appears likely to the Rector 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 College, no fees in lieu of notice will be payable. This will provide sufficient time to decide whether or not the Student will stay at the College following the withdrawal of the scholarship or discount.

## 13. Trips, visits and medical care

**13.1** The Student (and his or her Parents for an Under 18 Student) confirms consent to participation in all College trips and activities on or off College premises.

**13.2** The Student (and his or her Parents 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 his or her Parents for an Under 18 Student) agrees that the College 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 It is a condition of the Student joining and remaining at the College that a medical questionnaire in respect of the Student is completed and submitted.** The College 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 College 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 College with an undeclared pre-existing condition, the College may ask the Student to leave the College, or (where possible) to undergo private medical treatment or psychological support at the Signatory's expense.

**13.5** The College 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 College believes a health risk is either presented by the Student to others, or presented to the Student by others (e.g. due to virus or epidemic), we may require that the Student is kept at home and does not attend the College 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 9](#) above. We strongly advise taking out insurance that covers cancellation for protection in these circumstances.

## 14. Disciplinary matters and exclusion

**14.1** The Student must abide by the College's rules as set out in the Student Handbook, Student Behaviour and Conduct policy

(located at [www.csvpa.com/downloads](http://www.csvpa.com/downloads) and [www.csvpa.com/policies](http://www.csvpa.com/policies)) and the House Rules (if relevant) or as may be published or announced from time to time.

**14.2** The College reserves the right to exclude a Student for:

- serious or persistent disciplinary or behavioural matters or if, in the reasonable judgement of the Rector, this is in the best interests of the Student, their peers, staff or the College;
- incidents of gross misconduct as detailed in the student handbook, including use, or threats of use of violence, drug or alcohol related offences, bullying or harassment, cheating and deception or any serious breach of UK law or College rules;
- persistent failure to attend lessons;
- failing to meet required academic standards;
- the Student or Signatory misleading the College as to the Student's qualifications, medical or psychological history, learning difficulties, prior UK visa history or suitability for entry. It is therefore essential that all details or other information notified or otherwise disclosed to the College about the Student are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld; or
- failure to pay fees after receiving a final warning.

In exceptional cases, an alternative course of study may be found, in which case the College will support the Student to make this change. Any change is likely to result in an additional visa application process for Tier 4 visa holding students.

**14.3** If exclusion is necessary, arrangements must be made for the Student to leave the college at the earliest possible opportunity, and any Tier 4 visa-holding Student 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 College to return the Student and their personal property shall become repayable.

**14.4** In the event of a Student's temporary or permanent exclusion from the College, no refund will be made of fees due (whether paid or payable) and fees in lieu of notice will be charged in accordance with [clause 9.2](#) above. Provided the College's final invoice has been paid, this contract will terminate with immediate effect if the College requires the Student's withdrawal.

**14.5** The College may carry out random drug and alcohol testing in accordance with the College's *Misuse of Non-Prescribed Drugs Policy*.

**14.6** Appeals can be made against permanent exclusion. Please see our Student Behaviour Policy for information regarding the appeals process.

## 15. Accommodation

**15.1** Any Student under the age of 18 must live in College accommodation unless living with a Parent (or responsible adult at least 25 years old) within reasonable travelling distance of the College and then only with the prior written approval of the Rector.

**15.2** The Student must when living in CSVPA accommodation:

- comply with the House Rules, as amended from time to time – the current version of the House Rules will be displayed within the Accommodation (and copies will be available upon request). Serious breaches of the House Rules can mean the Student being told to leave the Accommodation, whilst still remaining liable for any outstanding accommodation fees;

- comply with CSVPA's reasonable instructions, requests and directions relating to the Accommodation, the Communal Parts, the Building and/or their use of them;
- provide advance notice of expected arrival details to CSVPA or Admissions at least three (3) working days before their arrival. This is required to ensure a comprehensive induction to their accommodation building; and
- not sublet the Accommodation or share occupation of the Accommodation or any part of it under any circumstances without the express prior written consent of CSVPA;

**15.3** All of the contents in the Accommodation are and remain the exclusive property of CSVPA.

**15.4** The size, shape and contents of the Accommodation may vary and rooms shown during viewings and any pictures or plans shown on CSVPA's brochures or website are simply examples of the types of rooms offered.

**15.5** Fees are inclusive of electricity and other Utility charges in the Accommodation.

**15.6** CSVPA will undertake cleaning of communal areas (excluding rubbish removal which is the student's responsibility) used by the Students in the building in which the Accommodation is situated and will undertake cleaning of the bedroom and laundry of bed linen for catered Students.

**15.7** Fees do not include television licences for individual rooms and should Students wish to watch television in the Accommodation, it is the Student's responsibility to ensure that they obtain a valid licence from the appropriate authority. CSVPA does provide television licences in Communal Areas. Students must not erect any satellite dishes or aerials in the Accommodation or elsewhere on or at the Building.

**15.8** College accommodation is closed for approximately two (2) weeks during the Christmas holidays (see our website for details of specific dates) to Students, therefore they will be required to return home for that period. Unless otherwise notified, and in accordance with any advance directions or instructions given (and subject to [clause 15.9](#), below), all students will be required to vacate College accommodation over the summer holidays and for the period until the start of the new academic year (see our website for details of specific dates) and, for students under the age of 18, they will be required to return home for that period. **Please note that there will be an additional charge for Easter holidays if students remain in residence. Prices are available on the website.**

**15.9** Students who begin their studies in January, or who are otherwise on any course continuing over the summer holidays will be allowed to stay in College accommodation for their full academic year, but may be required to change their Accommodation in Summer Term 2.

**15.10** The Student may at any time be asked to change Accommodation for disciplinary reasons. Any additional fee shall become immediately payable.

**15.11** We reserve the right to relocate any student, upon reasonable notice, for operational reasons, but wherever possible will seek to avoid this.

## 16. Damages to property, and fines

**16.1** 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).

**16.2** The College 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.

**16.3** 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.

## **17. Data protection – how the College uses personal information**

**17.1** The College is registered as a data controller with the UK Information Commissioner's Office under registration number Z1727352.

**17.2** The College will process personal data in accordance with the Data Protection Act 2018 and other related legislation. We will process such personal data:

- as set out in the College's Privacy Policy which is available on the College's website at [www.csvpa.com/privacy-policy](http://www.csvpa.com/privacy-policy) (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 College's purposes, including those in clause 19 if relevant.

**17.3** If information we hold or circumstances relating to the Student or Parent changes during the period of the Contract, we must be updated immediately. This includes contact information, medical information and immigration information.

## **18. Complaints**

Complaints should be addressed in accordance with our Complaints Policy, which can be located on our website at [www.csvpa.com/policies](http://www.csvpa.com/policies).

## **19. Delivering programmes in partnership with others**

**19.1** Some of the programmes offered by the College are delivered in partnership with others, including courses which are validated by Falmouth University.

**19.2** Additional terms and conditions apply to Falmouth University courses, which are available from the College upon request and are also on the College's website at: [www.falmouth.ac.uk/student-regulations/collaborative-provision](http://www.falmouth.ac.uk/student-regulations/collaborative-provision). These include important provisions on the academic regulations which apply to such courses, the process for academic appeals, and additional policies and procedures which apply to those courses. If you will be studying a course validated by Falmouth University please read those terms and conditions before accepting a place at the College as those terms and conditions are incorporated by reference into this Contract and so must be complied with as a condition of this Contract.

**19.3** The College shares information about Students who study on courses delivered in partnership with others, as set out in the additional terms and conditions referred to in [clause 19.2](#) and in the College's Privacy Policy at [csvpa.com/privacy-policy](http://csvpa.com/privacy-policy)

## **20. Transfer of this contract**

**20.1** We may make changes to the College (including changes to the legal entity that owns and runs the College) or we may amalgamate the College with another legal entity. In order to do this, we may transfer the undertaking of the College 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** An event outside of our or the Student's control is any event beyond either the Student's reasonable control including, by way of example and for the avoidance of doubt, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination. In the remainder of this [clause 21](#) we shall refer to these as an "event".

**21.2** If an event beyond our control arises which prevents or delays the College's performance of any of its obligations under this contract, the College shall give notice in writing specifying the nature and extent of the circumstances giving rise to the event.

Provided that the College has acted reasonably and prudently to prevent and/or minimise the effect of the event, the College will not be responsible for not performing those 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 College shall try during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely). If the College 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 College shall provide notification of the steps it plans to take to ensure performance of the contract after such period and the Signatory shall then, following receipt of such notice, be entitled to end this contract on written notice to the College and without giving a term's notice or paying fees in lieu of notice.

**21.3** Subject to [clause 9.5](#), if the Student is unable to attend (or is likely not to be able to attend) the College due to reasons caused by an event the College shall be notified in writing of such circumstances and the following provisions shall apply:

**21.3.1** in consultation and cooperation with the College the Student (and the Signatory if different) shall do everything he or she reasonably can to minimise the impact of the event in order to continue to perform their obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;

**21.3.2** 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 College 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

**21.3.3** if the event continues to prevent the Student from attending the College or being able to participate and benefit from any level of provision of education by the College 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 College and

without giving a term's notice or paying a term's fees in lieu of notice.

## 22. Payment to agents

Before applying to study with us you may have engaged an agent to offer you advice and support in applying for your studies and you may in some cases also have agreed to pay a fee to your agent for those services. We further understand that you wish us to pay that fee to your agent on your behalf (up to maximum limits as stated on [www.catscolleges.com/agents/service-fees](http://www.catscolleges.com/agents/service-fees)). Where this is the case we acknowledge that your tuition fees payable may include a sum owing by you to your agent up to a maximum limit as referred to above. We agree, at our discretion, to pay this sum to your agent up to a maximum limit per term on your behalf and reduce your tuition fees owing to us accordingly provided that the following conditions are met:

- You enrol at the College;
- You correctly complete the application form to authorise us to make these payments to your nominated agent;
- You pay all relevant academic fees to the College as they become due;
- Your agent has achieved Approved Agent status, an Approved Agent being an agent that has entered into a contract with you directly for the provision of services that are of a level and nature which satisfies CATS Colleges' internal policies and expectations of an agent, and who has been confirmed by CATS Colleges as being such an agent.

Provided the above conditions are met and if for any reason we decide not to pay an amount due to your agent on your behalf, then we will refund to you the amount owing to your agent up to the maximum limit, for you to pay across directly. If you have agreed with your agent that you will pay more than the maximum limit, then you will remain liable to pay any excess to your agent. Having satisfied the above conditions should you NOT wish us to make an automatic payment to the Agent used please notify Central Admissions on [admissions@csvpa.com](mailto:admissions@csvpa.com).

## 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 College

**24.1** When this contract requires the Student, the Signatory or the College to give notice of something to the other then, unless we agree otherwise, this must be done in writing.

**24.2** We will use the contact details held by the College to contact the Student or Parents (or nominated representative).

Communications (including notices) will be sent by the College at the address(es) shown in our records, or using other contact details included in our records. Please notify the College of any change of address(es) or other contact details. The College is not liable for issues occurring from a failure to update contact details.

**24.3** If the contact preferences (as stated on the Acceptance Form) change, the Signatory must notify the college in writing via [studentservices@csvpa.com](mailto:studentservices@csvpa.com).

**24.4** Notices that the Signatory is required to give under these Terms and Conditions must be in writing addressed to the Rector via [studentservices@csvpa.com](mailto:studentservices@csvpa.com) (once the Student has

arrived) or via [admissions@csvpa.com](mailto:admissions@csvpa.com) (prior to arrival), or to the College's address by first or second class post.

**24.5** 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 College 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 College, 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 College's supervision. We cannot accept any responsibility for the welfare of the Student while off the College's premises unless he or she is taking part in a College activity or otherwise under the supervision of a member of College staff. The College shall not be liable for either death or personal injury suffered by any Student except as may arise through the negligence of the College or where the College is otherwise at fault.

**25.2** The contract between us is governed by English Law and legal proceedings in respect of this contract must be brought in the English courts.

## 26. Changes to these Terms and Conditions

**26.1** We may change or add to these Terms and Conditions from time to time for legal or other substantive reasons or in order to assist the proper delivery of education at the College.

**26.2** The College will provide reasonable notice of any such modifications before the changes are to take effect.