

**OMNES Education London School
Student Terms and Conditions**

1. INTRODUCTION AND INTERPRETATION

- 1.1 You understand and accept that these terms and conditions (the "**Terms**"), apply to all programmes provided to You by European Education Centre Limited, trading as OMNES Education London School ("**OELS**").
- 1.2 You acknowledge that in these Terms, the following expressions will have the following meanings:

- "Application"** means your application for a place on the Programme that is made through submitting your Registration Form;
- "Application Date"** means the date You submit your Registration Form as part of the Application process;
- "Data Protection Laws"** means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction as updated and amended from time to time which relates to the protection of individuals with regards to the processing of Personal Data and privacy rights to which a party is subject, including the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 (amended by SI 2011 no. 6) and the GDPR (as incorporated into UK law under the UK European Union (Withdrawal) Act 2018) as the same are amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586) as amended;
- "Deposit"** means the deposit specified in the Registration Form, if applicable;
- "Event Outside OELS' Control"** means an event or circumstances beyond OELS' reasonable control, such as:
 - (a) strikes, lock-outs or other industrial action by third parties;
 - (b) 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, adverse weather, subsidence, or other natural disaster or "act of god";
 - (c) failure of public or private telecommunications networks;
 - (d) pandemic, epidemic and any restrictions or requirements

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that might be imposed by any Government or relevant authority; and/or

(e) decisions made by any Government or relevant authority or regulator that impact on our ability to perform our obligations under the Contract, including, for example, any changes made by any Government regarding examination results;

"Fees"	means the tuition fees payable by You in relation to the Programme, and as specified in the Registration Form;
"Home Institution"	means the higher education institution which You are enrolled at, where applicable;
"Intellectual Property Rights"	means any patent, rights to inventions, copyright and related rights, performers' property rights, trademarks, trade names, domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information, and other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;
"Personal Data"	has the meaning set out in the Data Protection Laws and for the purposes of these Terms includes Sensitive Personal Data;
"Programme"	means the course and mode of study set out on the OELS website or other alternative courses that You agree to undertake;
"Registration Form"	means the online or paper Registration Form supplied by OELS and completed by You;
"Sensitive Personal Data"	means data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation;
"VLE"	means the online virtual learning environment that OELS uses to deliver parts of the Programme;
"Website"	means OELS' website available at https://www.omneseducation.com/en/our-facilities/the-campuses/london-school/ ; and
"You" and "your"	refers to you, the student or applicant.

- 1.3 Where examples are given in these Terms by using words or phrases such as "including" or "for example", You accept that this will not restrict the meaning of the general related words which are used for illustrative purposes only and the use of such words and phrases will not be deemed to be exhaustive.

- 1.4 You understand and accept that any references in these Terms to "*working days*" are to days other than Saturdays and Sundays, public holidays in the UK, and any other days where OELS is closed.

2. ABOUT OELS AND HOW YOU CAN CONTACT OELS

- 2.1 European Education Centre Limited ("**EEC Ltd**"), trading as OMNES Education London School ("**OELS**"), is a member of the OMNES Education Group, a private multidisciplinary higher education and research institution, specialising in the fields of management, engineering, communication and digital media and political science, with various schools and campuses in France and abroad. OELS is located in London, UK. European Education Centre Limited is registered in England and Wales with company number 04539837. The registered office address is 32 Aybrook Street, London W1U 4AW.
- 2.2 You can contact OELS by email at London@omneseducation.com or by telephone on +44 (0)20 3725 4600.

3. APPLICATIONS

- 3.1 You accept that OELS is free to accept or decline your Application as per OELS Admission Policy. You acknowledge that your Application will only be accepted once OELS sends You written confirmation that your Application has been accepted, or that OELS is able to offer You a place on the Programme (the "**Confirmation**").
- 3.2 You accept that at the point You receive the Confirmation, a contract will come into existence between You and OELS (the "**Contract**"). The Contract will continue until OELS delivers the Programme and You have paid all the Fees in full, unless the Contract is cancelled earlier in accordance with these Terms.
- 3.3 The Contract will be subject to these Terms, the Confirmation and the Registration Form duly signed by You.
- 3.4 You understand that OELS cannot accept your Application if You are aged under 18, unless the Programme is specifically advertised as being for persons under the age of 18.

4. LATE APPLICATIONS

- 4.1 You accept that if You submit your Application within 5 working days of the Programme commencing date, OELS will not be able to guarantee that the Confirmation will reach You before the Programme starts. You understand and accept that in these circumstances, You may not receive Programme specific details such as VLE log ins prior to the Programme commencing and OELS will use reasonable endeavours to provide You with Confirmation by phone or email and to provide You with the Programme specific details such as VLE log ins as soon as possible.

5. THE PROGRAMME

- 5.1 We will use all reasonable efforts to deliver your Programme in line with the description provided on our Website and in accordance with our policies and procedures.
- 5.2 We will award You with a degree upon successful completion of the degree taught Programme or a certificate on completion of the non-degree Programme
- 5.3 Although OELS is based in London our programmes may be delivered:
- 5.3.1 on-campus through face to face teaching;
 - 5.3.2 online using distance learning methods; or
 - 5.3.3 using a blended approach of on-campus and online delivery.
- 5.4 The method of delivery for your Programme will be stated on our Website. If OELS has to change the method of delivery of your Programme during an academic year, this may constitute a change to your Course. Please see paragraph 6 for further details.

6. CHANGES TO PROGRAMMES

- 6.1 Once You have received your Confirmation, whilst we will use all reasonable efforts to deliver your Programme as set out in the Contract, due to the time period between the publication of programme advertising and marketing information and registration on your Programme circumstances may arise where we are required to make changes to your Programme. Examples of "changes" include changes to the content or structure of your Programme, or to the location or method of teaching or assessment, or to the type of award. Examples of where changes may be made or required are (without limitation):-
- 6.1.1 where changes are in students' overall interests, for example because of developments in teaching practice or technology, new assessment methods, or where a campus redevelopment or restructuring of OELS means that teaching locations change to a different site;
 - 6.1.2 where regulatory or government requirements mean that changes must be made to ensure compliance. Examples include changes to how OELS is required to operate because of changes to a professional body's requirements, or changes to immigration rules or other laws/regulations;
 - 6.1.3 where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements are provided;
 - 6.1.4 where OELS decides for academic or operational reasons to revise the compulsory or optional modules that are available on your Programme; and/or
 - 6.1.5 due to factors beyond our reasonable control, it may sometimes be necessary to vary the content of the Programme or modules or services as described on our Website.

6.2 If OELS sponsors You under a student visa, Programme changes may have an impact on your sponsorship, and we will provide You with further information. If You wish to change your Programme, You should speak to us before taking any action.

6.3 OELS is committed to providing appropriately qualified staff to teach its programmes, but it does not commit to ensuring that any individual will teach on any given programme. Where these members of staff leave OELS, take leave or are otherwise become unavailable to teach then they will be replaced by either existing or new staff appointed by OELS.

6.4 **CLOSURE OF PROGRAMMES**

6.4.1 Once You have received your Confirmation, whilst we will use all reasonable efforts to deliver your Programme in accordance with the Contract, circumstances may arise where we are required to close your Programme. Examples of where Programme closure may be made or required are (without limitation):-

- (a) where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements cannot be provided. This might be where the member of staff concerned has a particular specialism which cannot be adequately covered by other members of OELS staff, or by other resources (e.g. temporary staff) that OELS would normally engage in such circumstances;
- (b) where a teaching location becomes unavailable due to a an Event Outside OELS' Control; or
- (c) there are an insufficient number of students enrolled on the Programme meaning the continued running of the Programme is financially unviable.

6.4.2 Any Programme closure and/or refund application in relation to a Programme closure would be considered in accordance with our Refund and Compensation Policy.

6.5 **Consequences of changes to Programmes or closure of Programmes**

Changes to Programmes before enrolment

6.5.1 If we have to change your Programme, we will use reasonable efforts to ensure that changes are kept to a minimum, but if we need to make any substantial changes to your Programme (as against the commitments made on our Website and as reasonably determined by us) before You enrol at OELS, we shall bring the changes to your attention as soon as possible and if You no longer wish to continue on the amended Programme, You may either:-

- (a) terminate the Contract and/or withdraw your application for the Programme without any liability to us for Fees and with OELS issuing you with a full refund of any and all Fees and Deposit paid; or
- (b) transfer to another programme (if any) as may be offered by us for which You are qualified. Where you transfer to another programme offered by us which has a higher tuition fee rate to the Programme you applied for, You

will not be charged this higher tuition fee rate and instead You will only be liable to pay the tuition fee rate for the Programme you initially applied for.

Changes to Programmes or closure of Programmes post enrolment

- 6.5.2 Where changes or Programme closure is proposed or have to be made for the reasons outlined at paragraphs 6.1, 6.2, 6.3 and 6.4 above, OELS will take all reasonable steps to minimise disruption to students (including where your Programme is closed and OELS is unable to complete delivery of your Programme, using reasonable efforts to, with your consent, transfer You to a new course: (i) at OELS for which You are qualified; or (ii) at an alternative higher education provider).
- 6.5.3 In the case of minor changes as reasonably determined by us (for example, changing a module from compulsory to optional, changes to module titles or minor variations to module content), we will use reasonable efforts to keep such changes to a minimum and to keep You informed appropriately, for example by email or via notifications on the intranet.
- 6.5.4 In the case of substantial changes as reasonably determined by us, before implementing any such change, we will consult with students to seek their views on the changes/proposals and any potential alternatives or steps to minimise the impact on students. Changes to the availability of optional modules, or changes which are to students' benefit will not normally be "substantial".
- 6.5.5 If we make substantial changes to your Programme (as against the commitments made on our Website and as reasonably determined by us) after you have enrolled and You are unhappy with the changes such that You no longer wish to continue study on your Programme, You must notify us of this in writing, following which we may offer You a suitable alternative programme for which You are qualified (at no additional cost to you). If You are unhappy with the alternative programme we offer You or we are unable to offer You a suitable alternative programme, You may end your Contract by giving the School Director at least 3 weeks' notice by email or in writing. The effect of terminating your Contract is that You will not incur fees for the next or subsequent academic terms and You may be entitled to a full or partial refund of Fees You have paid depending on the circumstances and we will act reasonably in making a determination as to whether a full or partial refund is due (with reference to our Student Protection Plan).
- 6.5.6 You should consider your options carefully before terminating your Contract in such circumstances. You may for example want to contact other institutions about whether You might be able to complete your Programme with them. You may also want to consider other matters such as accommodation and travel costs.
- 6.6 Compensation
- 6.6.1 Where You **terminate** your Contract pursuant to this paragraph 6, You may be entitled to compensation pursuant to our Student Protection Plan and Refund and Compensation Policy.

7. YOUR OBLIGATIONS

7.1 You agree to:

- 7.1.1 maintain and evidence your immigration status that entitles You to undertake the Programme (if applicable);
- 7.1.2 attend classes for the Programme regularly and on time;
- 7.1.3 ensure that You meet the admissions requirements and have a level of spoken and written English sufficient to allow You to participate in the Programme;
- 7.1.4 refrain from using any audio or visual recording equipment during classes or practical sessions unless clearly authorised by the trainer/lecturer;
- 7.1.5 comply with OELS's health and safety rules as notified to You from time to time;
- 7.1.6 conduct yourself in a professional and courteous manner on the OELS campus and refrain from causing offence or nuisance to OELS, its staff or other students, including when representing OELS or the OMNES Education Group;
- 7.1.7 provide the equipment and materials that OELS advise You to use;
- 7.1.8 only use any facilities and equipment provided by OELS during the stated hours for the delivery of the Programme; and
- 7.1.9 not provide access to, or share login details or content of the Programmes with any third parties.

8. DEPOSIT

- 8.1 The amount of any Deposit You must pay and the date for payment are set out in your Registration Form.
- 8.2 You must pay the Deposit upon submission of the Registration Form.
- 8.3 The Deposit will be deducted from the Fees that You are due to pay.
- 8.4 Deposits are non-refundable except where:
 - 8.4.1 You cancel your acceptance of a place within the Cancellation Period (see paragraph 11.1); or
 - 8.4.2 You cancel the Contract in accordance with paragraph 13.1.2; or
 - 8.4.3 OELS is unable to confirm your place on the Programme because You do not meet the conditions of your offer of a place and You have provided proof that You do not meet the conditions of Your offer within 8 working days of receipt of your results; or
 - 8.4.4 You are an international student and unable to obtain a student visa necessary to study on the Programme and You send a copy of the visa refusal notification to OELS within 8 working days of receipt and OELS is satisfied that You took all reasonable steps to ensure You obtained your visa prior to commencing your Programme and that the failure to obtain the visa was not your fault.

9. FEES AND PAYMENT

9.1 In relation to the Fees, You acknowledge that:

- 9.1.1 the Fees payable by You will be as per the fees published on the Registration Form as at the Application Date;
- 9.1.2 the Fees are payable in Euro or GBP;
- 9.1.3 the payment dates for the Fees are set out in the Registration form.
- 9.1.4 if OELS does not accept your Registration Form, You will receive a refund of any Deposit and Fees that You have paid within 14 days of OELS rejecting your Registration Form;
- 9.1.5 if You do not pay the Fees in accordance with these Terms, You will not be entitled to start the Programme;
- 9.1.6 all Fees stated are inclusive of VAT;
- 9.1.7 any Fees payable can be paid by the following methods:
 - (a) on-line by using your credit or debit card; or
 - (b) by bank transfer. You acknowledge that You will be required to provide a transaction reference number;
- 9.1.8 OELS's bank details for the purposes of paying the Fees are set out on the Confirmation.

9.2 You accept that if your employer or organisation, or a friend or relative has agreed to pay all or part of your Fees, You will remain liable for the payment of the Fees and will be responsible for making arrangements with your employer or organisation, or friend or relative to ensure that the Fees are paid to OELS. If your employer or organisation is paying the Fees and wishes to be invoiced, it is your responsibility to ensure that your employer or organisation writes to OELS (on their headed paper) and sends to OELS a company purchase order within 7 days of You receiving your Confirmation. You accept that in these circumstances, payment of the Fees will be required within 30 days of submission of your Registration Form and in any event, prior to the start of the Programme.

9.3 You are responsible for your own living expenses, travel and accommodation costs and any health insurance.

10. VISAS

10.1 You accept that OELS may need to contact You in the three months prior to the Programme starting if You are travelling from overseas. It is your responsibility to include your contact details when You submit your Application.

10.2 You should wait to receive Confirmation from OELS before making any travel arrangements. You accept that OELS will not be responsible for any travel or accommodation costs You might have incurred if OELS does not accept your Application and offer You a place on the Programme.

- 10.3 You acknowledge that if You are from a country outside of the UK, You may require permission to study in the UK and will need to present your passport or valid ID, your visa and any other relevant documentation evidencing your entitlement to study in the UK and valid immigration status to OELS at least 2 full working days before the start of the Programme, or as further advised in the Confirmation or communications from OELS prior to the start date of your Programme. You accept that You will need to continue to hold valid immigration status confirming your right to study throughout the duration of the Programme.
- 10.4 If You fail to demonstrate that You have a valid immigration status, You accept that You will not be entitled to join the Programme at OELS and that OELS reserves the right to cancel the Contract on written notice to You. In these circumstances, OELS will not be liable to You and will not be responsible for any related or ancillary costs or losses that You incur. In such case, You will remain liable for the Deposit and all Fees up to the date of cancellation of the Contract.
- 10.5 You may need a visa to travel and that will allow You to study in the UK in order to undertake one of OELS' Programmes. You can access further information on the Home Office website which is located at <https://www.gov.uk/government/organisations/uk-visas-and-immigration>. You accept that it is your responsibility to determine how far in advance You need to apply for a visa, and to allow sufficient time for You to obtain a visa. You must take responsibility for ensuring that You comply with the terms of your visa application (if applicable) in relation to the Programme and whilst You continue to study at OELS.
- 10.6 You accept that if You hold limited leave to remain in the UK which is due to expire during the Programme, You will be required to demonstrate to OELS that You have obtained further leave to remain, or where relevant, indefinite leave to remain. If You fail to provide such evidence to OELS, You accept that OELS reserves the right to prevent You from enrolling onto the Programme (without liability to You) or can withdraw You without notice from the Programme. If You believe such a decision to be incorrect, You accept that You can submit a complaint through OELS' relevant complaint procedure as further detailed at paragraph 23.
- 10.7 On occasion, OELS may need to contact the UK Home Office to clarify details on any outstanding visa applications and previous immigration history. You accept and acknowledge that this may involve OELS giving information about You to the Home Office.
- 10.8 You acknowledge that if You fail to comply with any immigration conditions, OELS may be obliged to report this to the UK Visas and Immigration ("UKVI") in order to comply with its own reporting obligations. Where your visa is revoked or withdrawn for any reason, OELS will interrupt or end the Contract in accordance with paragraph 13.4.3 and You will remain liable for all Fees up to the date of termination.

11. YOUR LEGAL CANCELLATION RIGHTS

- 11.1 You have the right to cancel the Contract and your acceptance of a place on the Programme for any reason during a 14-day cancellation period (the "**Cancellation**

Period)). You accept that the Cancellation Period will expire 14 days after the date of the Confirmation.

- 11.2 If You wish to cancel the Contract within the Cancellation Period, You may inform OELS in writing. You will be required to complete the cancellation and refund form that can be found on intranet and return it to OELS at london@omneseducation.com .
- 11.3 OELS will not start delivering the Programme to You during the Cancellation Period unless You expressly request OELS to do so.
- 11.4 If You cancel the Contract within the Cancellation Period, OELS will refund You the Deposit and any Fees that You have paid within 14 days of the date on which You inform OELS that You wish to cancel the Contract. However, You acknowledge that if You have expressly requested that OELS start delivering the Programme within the Cancellation Period, for example by attending the Programme, then OELS will be entitled to charge You a reasonable sum for the Programme provided based on the proportion of the Programme You have undertaken. As a result, OELS can deduct this sum from any refund payable to You.
- 11.5 You acknowledge that the other paragraphs of these Terms set out your other rights to cancel the Contract which are in addition to, and do not affect your rights under this paragraph 11.

12. YOUR OTHER CANCELLATION RIGHTS

- 12.1 You may cancel the Contract after the Cancellation Period providing You give OELS written notice. You accept that in these circumstances You may be liable for the Fees as set out in the tables below:

Degree Taught Programmes		
Date of cancellation	Tuition Fees Due	Deposit
From week 5 after your Programme commencement date or academic year commencement date	100% of Fees	Not refunded
Within the first 4 weeks after your Programme commencement date or academic year commencement date	70% of Fees	Not refunded
Less than 5 weeks before the Programme commencement date or academic year commencement date	50% of Fees	Not refunded
More than 5 weeks before the Programme commencement date or academic year commencement date	0% of Fees	Not refunded

Semester Programmes (more than 4 weeks in duration)		
Date of cancellation	Tuition Fees Due	Deposit
From week 5 after your Programme commencement date or academic year commencement date	100% of Fees	Not refunded
Within the first 4 weeks after your Programme commencement date or academic year commencement date	70% of Fees	Not refunded
Less than 5 weeks before the Programme commencement date	50% of Fees	Not refunded
More than 5 weeks before the Programme commencement date	0% of Fees	Not refunded

Short Programmes (learning expedition or summer sessions up to 4 weeks in duration)		
Date of cancellation	Tuition Fees Due	Deposit
After the Programme commencement date	100% of Fees	Not refunded
Less than 3 weeks before the Programme commencement date	100% of Fees	Not refunded
Between 3 and 5 weeks before the Programme commencement date	50% of Fees	Not refunded
More than 5 weeks before the Programme commencement date	0% of Fees	Not refunded

12.2 You may also cancel the Contract at any time if:

12.2.1 OELS breaks the Contract in a material way and does not correct the situation within 28 days (where your Programme is 1 month or more in duration) or 14 days (where your Programme is less than 1 month in duration) of You asking OELS in writing to do so; or

12.2.2 OELS goes into liquidation or a receiver or administrator is appointed over OELS' assets.

12.3 If You cancel the Contract for any reasons set out in paragraph 12.2 You accept that You will receive a full refund of any Fees paid, including any Deposit.

12.4 You understand and accept that any refunds payable under this paragraph 12 may take up to 14 days to process.

13. OELS' CANCELLATION RIGHTS

13.1 OELS may cancel the Contract no later than 10 working days before the Programme starts if for example there is insufficient availability of tutors or rooms for the Programme to be taught, or insufficient demand for the Programme to make its running economically viable (as determined by OELS). OELS will notify You as soon as reasonably practicable in the event OELS cancels the Contract under this paragraph 13.1. In these circumstances You can either:

13.1.1 transfer onto an alternative available Programme for which You are qualified to undertake; or

13.1.2 cancel the Contract and receive a full refund of the Fees and Deposit.

13.2 If You transfer onto an alternative programme in accordance with paragraph 13.1.1 which has a higher tuition fee rate to the Programme specified in your Confirmation, You will not be charged this higher tuition fee rate and instead You will only be liable to pay the tuition fee rate for the Programme specified in your Confirmation.

13.3 OELS may cancel the Contract if an Event Outside OELS' Control prevents OELS from delivering the Programme for a period of 4 weeks or more. In these circumstances, OELS will provide You with:

13.3.1 a pro-rata refund of any Fees paid as at the date of cancellation (such pro-rata refund being calculated based upon the teaching delivered as at the point of cancellation as against the teaching which was due to be delivered had the Contract been completed); and

13.3.2 a certificate of attendance upon request (to the extent You commenced study on the Programme).

13.4 OELS may cancel the Contract or suspend You from the Programme on written notice to You if:

13.4.1 Your attendance falls below reasonably acceptable levels as per Attendance and Engagement Policy (other than for reasons outside your reasonable control);

13.4.2 You do not pay the Deposit or Fees when You are supposed to;

13.4.3 OELS discovers that You do not have an immigration status entitling You to undertake the Programme;

13.4.4 You break the Contract in a material way and do not correct the situation within 5 days of OELS asking You in writing to do so;

13.4.5 You give your login details or student card to any third party without OELS's prior written permission; or

13.4.6 You share Programme content with any third party without OELS' prior written permission.

14. PAYMENT OF REFUNDS

14.1 You accept that if You become entitled under these Terms to receive a refund from OELS then:

14.1.1 refunds will be paid in Euro or GBP (within 14 days of OELS determining your eligibility for a refund) and OELS will not be responsible for any losses You suffer as a result of currency exchange fluctuations or exchanges; and

14.1.2 OELS will pay any refunds using the same payment methods You used to pay the Fees.

15. POSTPONEMENT OF CLASSES

15.1 If a class is postponed for reasons for which OELS is responsible, including staff illness, OELS will make every reasonable effort to reschedule the class, provide the class online or to add the missed hours on to the remaining Programme classes.

15.2 In these circumstances You acknowledge that OELS apologises for any inconvenience caused and You are encouraged to contact OELS if You have any concerns. Such circumstances will not entitle You to an automatic refund of Fees.

16. NON-ATTENDANCE

16.1 Non-attendance at classes of the Programme does not entitle You to refunds, extra tuition or a transfer.

16.2 If, for reasons outside Your own reasonable control (such as illness) You miss classes, OELS will use its reasonable endeavours to offer You reasonable additional support, subject to You paying OELS's additional charges where applicable (such charges to be notified to You and approved by You in advance).

17. EVENTS OUTSIDE OELS' CONTROL

17.1 OELS will do all that it reasonably can to provide your Programme as described on our website and in other documents issued by OELS to You. Despite taking all reasonable steps to prevent them occurring, and to mitigate their impact, some events outside our reasonable control may mean that we are not able to provide your Programme.

17.2 OELS shall not be responsible for any failure to perform or delay in performing its obligations under the Contract that is due to an Event Outside OELS' Control. If an Event Outside OELS' Control takes place which affects its obligations under the Contract then:

17.2.1 OELS will contact You as soon as reasonably possible to notify You;

17.2.2 OELS's obligations under the Contract will be suspended and its time for performance extended for the duration of the Event Outside OELS' Control;

- 17.2.3 OELS will use reasonable endeavours to mitigate the impact of any disruption (which may include offering classes online) and recommence its obligations affected by an Event Outside OELS' Control; and
- 17.2.4 OELS will restart the Programme as soon as possible when the Event Outside OELS' Control is over, unless the Event Outside OELS' Control continues for a period of 4 weeks or more, in which case OELS may terminate the Contract in accordance with paragraph 13.3.
- 17.3 If an Event Outside OELS' Control results in the complete inability to deliver your Programme for a continued period of 4 weeks or more then You will be entitled to terminate the Contract with immediate effect by giving notice by email or in writing. You should consider your options carefully before terminating your Contract.
- 17.4 If You decide to terminate your Contract in such circumstances, You will have no liability for the next or subsequent academic terms and You may be entitled to a full or partial refund of tuition fees You have paid depending on the circumstances and we will act reasonably in making a determination as to whether a full or partial refund is due (with reference to our Refund and Compensation Policy).

18. OELS' LIABILITY TO YOU

- 18.1 Subject to the remainder of this paragraph 18, OELS (including its staff and/or representatives) shall have no liability to You for any loss, damage, costs or expenses arising under or in connection with the Contract except where such loss or damage is directly caused by OELS (or its staff or representatives). OELS shall not be liable for any loss or damage which was not foreseeable. Losses are foreseeable if they are an obvious consequence of OELS' breach of the Contract.
- 18.2 OELS does not exclude or limit in any way its liability for:
- 18.2.1 death or personal injury caused by OELS's negligence or the negligence of OELS' employees, agents or subcontractors;
- 18.2.2 fraud or fraudulent misrepresentation; or
- 18.2.3 any other liability that cannot be excluded by law.

19. CERTIFICATES AND DEGREES

- 19.1 If You are a study abroad student You acknowledge that it is your responsibility to ensure that:
- 19.1.1 your Home Institution provides you with credit upon successful completion of the Programme; and
- 19.1.2 the Programme satisfies all regulatory requirements which apply in the jurisdiction where your Home Institution is located.
- 19.2 On successful completion and achievement of any specified progression grades relating to the Programme being undertaken, a degree or a certificate of attendance will be issued to You in the name specified in your Application Form, if You complied with all requirements of the Programme.

19.3 Certificates of attendance will usually be issued in person or by email. Degrees will be awarded in person or via post.

20. TECHNOLOGY REQUIREMENTS

20.1 During the first week of your Programme, you will be given access to the student portal and our VLE. You are required to regularly access the VLE and insure that you have appropriate IT material and internet connection to get access.

21. INTELLECTUAL PROPERTY

21.1 Any Intellectual Property Rights developed by You during your Programme at OELS shall be owned by You.

21.2 You agree that you have no rights in or to the Programme and Programme materials other than the right to use them in accordance with the terms of the licence in paragraph 21.3 below.

21.3 OELS grants you a revocable, worldwide, non-exclusive, non-transferable licence to use the Programme materials for the sole purpose of studying the Programme.

21.4 You must abide by all copyright notices or restrictions contained on the VLE and Programme materials, and must not delete any attributions, legal or proprietary notices on the VLE or Programme materials.

21.5 Except as set out in these Terms, You shall not:

21.5.1 copy, modify, adapt, correct errors, or create derivative works from the Programme materials;

21.5.2 decode, reverse engineer, disassemble, decompile or otherwise translate or convert the Programme materials;

21.5.3 attempt to circumvent or interfere with any security features of the Programme or VLE;

21.5.4 remove or modify any copyright or similar notices, or any of our branding, that appear on the Programme materials or the Programme causes to be displayed when used;

21.5.5 attempt to circumvent, disable or otherwise interfere with any security related features of the VLE or any features that (i) prevent or restrict use or copying of content or (ii) enforce any limitations on You;

21.5.6 knowingly transmit any data or send or submit any content that contains viruses, Trojan horses, worms, time-bombs, key-stroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of the VLE or any computer software or hardware;

21.5.7 use the VLE in any manner intended to damage, disable, overburden or impair any of our servers or the network(s) connected to any of our servers, or infringe any requirements, procedures, policies or regulations of any servers or networks connected to the VLE;

- 21.5.8 use any high volume, automated, or electronic means to access the VLE (including without limitation robots, spiders or scripts);
- 21.5.9 access or attempt to access any other student's account or falsely state, impersonate, or otherwise misrepresent your identity, including but not limited misrepresenting your affiliations with a person or entity, past or present; or
- 21.5.10 post, upload, email, transmit or otherwise distribute chain letters, surveys or studies, calls to action, junk mail, pyramid schemes, incentives (monetary or click-based), spimming or spamming, or bulk communications of any kind, whether or not for commercial or non-commercial purposes.

22. DATA PROTECTION

- 22.1 OELS will process Personal Data, including Sensitive Personal Data, in accordance with the Data Protection Laws. You understand and accept that OELS will use your data as set out in OELS' Privacy and Data Protection Policy.
- 22.2 You acknowledge that OELS's Privacy and Data Protection Policy is available at [OELS website](#) .

23. COMPLAINTS

- 23.1 If You have any complaints about the Programme, You should follow the procedure set out in the appeal and complaints sections of the Student handbook.

24. YOUR RIGHTS AS A CONSUMER

- 24.1 As a consumer, You have legal rights in relation to the Contract which are not affected by these Terms. You acknowledge that advice about your rights may be available from your local Citizen's Advice Bureau.

25. OTHER IMPORTANT TERMS

- 25.1 OELS may transfer its rights and obligations under any Contract to another organisation, and OELS will always notify You in writing if this happens, but this will not affect your rights or OELS' obligations under the Contract.
- 25.2 You may not transfer your rights or obligations to any other person.
- 25.3 The Contract is between You and OELS. No other person shall have any rights to enforce any of its terms.
- 25.4 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.
- 25.5 If OELS fails to insist that You perform any of your obligations under the Contract, or if OELS does not enforce its rights against You, or if OELS delays in doing so, that will not mean that OELS has waived its rights against You and will not mean that You do not have to comply with those obligations. If OELS does waive a default by You, OELS will

only do so in writing, and that will not mean that OELS automatically waives any later default by You.

- 25.6 These Terms and the Contract are governed by English law. You, together with OELS, agree to submit to the exclusive jurisdiction of the English courts.