

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. Offer Letter will contain important information about:

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.
- 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 (within 75 Working Days) (as defined in the Contract) 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

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 about tuition

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

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 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

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;

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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 appeal to the Admissions and Bursary Committee (ABC) within 10 working days of the date of the decision. For more information, see the ABC procedure on the University website.

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>