



Bosworth
Independent
College

ACADEMIC PROGRAMMES TERMS & CONDITIONS



Bosworth Independent College

We are CGS ADMINISTRATIVE SERVICES LIMITED incorporated and registered in England and Wales with company number 12857381 whose registered office is Elizabeth House, 1 High Street, Chesterton, Cambridge, CB4 1NQ (“CGS” or “we/us/our”). We provide, through our group of colleges (“Colleges”), a wide range of academic programmes for students in locations around the world. Please read these conditions carefully. It is important that both Parent and Student read and understand all of these conditions as you confirm that you accept them when you sign the registration form included in our offer pack. The relevant College will be responsible for delivering your academic programme on our behalf in accordance with these Terms, but the contract is between us and you. The terms and conditions apply throughout a Student’s stay with the College, regardless of changes made to a Student’s course of study or accommodation, subject to the College giving reasonable notice of such changes wherever possible.

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.

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.



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1. Definitions

- 'The College' or "We/Us/Our" – Bosworth Independent College
- 'The Student' – the person who is studying at the College.
- 'The Parent' – all natural parents, or any person who, although not a natural parent, has parental responsibility for a child or young person. The term Parent is deemed to include the role of 'Guardian' (a person who has been appointed by a judge to take care of a minor child personally and/or manage that person's affairs) and 'Carer' – someone who cares for a child under 18 years of age. The Parent is deemed to be the person responsible for the payment of fees.
- 'Agent' – the person or organisation that the Parent or Student has entered into a contract with directly (and separately) for the provision of services relating to educational services.
- 'term's notice' - written notice given not later than the first day of the term before the term to which the notice relates

2. Application and enrolment

- 2.1. To apply to enrol at the College, an application form must be completed. You can apply online at <https://bosworthcollege.com/admission-process/apply-for-bosworth/> or by contacting us at admissions@bosworthcollege.com. If a suitable place is available, we will then send a full offer pack to complete (an "**Offer Pack**"), which contains further details about the selected course, confirms the deposit and registration fee required, and includes a registration form which must be signed by the Student and Parent. The Offer Pack constitutes our offer to provide the relevant course at the relevant College.
- 2.2. To accept our offer and enter into a contract with the College, the deposit and registration fee stated in the Offer Pack must be sent, along with Offer Pack signed by both Student and Parent, to the College.
- 2.3. Upon receipt by the College of your completed registration form and our receipt of the deposit and registration fee (as applicable), a contract will have been formed between you and us, and we will both be bound by these terms (a "**Contract**"). In cases where no deposit is payable then the Contract is entered into upon receipt by us of the registration fee only and the receipt by the College of the completed registration form.

3. Payment of fees and expenses

- 3.1. Please see your offer pack or invoice for details of how and when to pay. The annual fees are divided into three equal parts and charged termly, regardless of the length of any term. Fees payable in respect of each term fall due for payment 2 weeks before the start of the relevant term. In order to be granted the reduced annual fee, full annual fees must be received by the initial due date. Unless set out in the invoice or notified to you at any time, the fees include the costs we incur in the usual course of educating your child.
- 3.2. Fees and any agreed supplemental charges will not be reduced or refunded as a result of absence due to illness or otherwise, or as a result of your child being required to study from home as a result of us providing educational services remotely for whatever reason. If your child takes study leave at home before or during public examinations, or stays at home following those examinations, or if a term is shorter than others (or shortened), no reduction of fees will be made in respect of any periods spent at home.
- 3.3. Interest is charged at the rate of 3% per year on late payments. We reserve the right to suspend or cancel tuition and/ or accommodation, or to require advance payment for future terms, in cases of repeated failure to make payment by the due date. The Student may be prevented from attending lessons, and/or College references or other information may be withheld where fees remain unpaid in whole or in part.



- 3.4. We regret that we cannot extend credit to students. All additional expenses (trips, examination fees, books and materials, etc) must be paid for in advance. Please note that study materials are not routinely included in our fees. The initial deposit cannot be used by the student to pay for expenses or cover shortfall in fees. The deposit will be refunded only once all outstanding fees and expenses have been cleared. This process will take time, following the end of the Students studies with us, 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 by the same payment method. All refunds will be processed in line with applicable laws and legal restrictions.
- 3.5. The fees do not include any additional costs. Details of charges considered 'additional' are available on the fees page of our website under 'Additional Costs'. By way of example, any extra-curricular activities (such as private music lessons, trips and visits) in which you agree in advance the Student may participate will be supplemental to items met by the fees and charged for accordingly. In addition, all public examination fees shall be charged as additional costs. Additional charges incurred by the College in providing for the special educational needs of the Student may also be charged as supplemental to the fees.
- 3.6. From time to time we may ask you to provide us with information, that we consider to be satisfactory, so that we can verify:
- your identity;
 - the Student's identity;
 - the Student's right to enter, live and study in the United Kingdom; and
 - the source of funds you are using to pay the fees.
 - You must provide the College with the information we ask for.

4. Fee increases and other changes

- 4.1. A reasonable increase to fees is made annually 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 notice.
- 4.2. Our prospectus describes the broad principles on which the College is presently run. However, from time to time it may be necessary to make changes to any aspects of the College, including the curriculum or the manner of providing education for students (including by providing such education remotely (whilst students remain at home, for example, where the College is required to close its premises)). The College reserves the right to withdraw a programme or a single subject at any time, giving reasonable notice wherever possible, and either provide a suitable alternative or refund any unexpired part of the course.

5. Late arrival

Students are expected to make travel arrangements to ensure they can attend from the first day of term. UK Visas and Immigration service ("UKVI") restrict entry to the UK for late arrivals in certain circumstances. We ask any late arriving students to provide regular updates on their expected arrival date and we may have to defer a student's entry to a later term if a student does not arrive within one month of the course start date. In such cases the cancellation and withdrawal policies will apply. No fee reduction or refund will apply if the Student arrives after the course start date.

6. Cancellation (before starting studies)

- 6.1. Once we have accepted a Student we have reserved them a place, and may have to turn other students away. In cases where a place is cancelled, written cancellation must therefore be given to the Principal by the Parent and receipt will be acknowledged in writing. The following cancellation charges shall apply:
- More than 14 days before the first day of study – deposit and registration fee.
 - Less than 14 days before the first day of study – deposit and registration fee, plus one full term's applicable tuition and accommodation fees.



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- 6.2. A summary of refund criteria is available at <https://bosworthcollege.com/about-us/college-policies/>. Any refund due will only be returned to the original fee payer by the original payment method. All refunds will be processed in line with applicable laws and legal restrictions.
- 6.3. When a student defers the start date of their studies and then subsequently cancels this will be considered as less than 14 days' notice. Note that we will use the original date for the beginning of their studies when calculating the fees due.
- 6.4. If cancellation is due to visa refusal through no fault of your own, in normal circumstances the college will refund all fees paid excluding the registration fee. Full written details including evidence of refusal will be required.
- 6.5. Under UK consumer law you have the right to change your mind within 14 days of your original enrolment (the "cooling off period"), starting from the date on which your deposit to reserve your place is received by us. In this event, all fees will be returned to you. You must make a statement of cancellation to us in writing to admissions@bosworthcollege.com.

7. Withdrawal (after starting studies)

- 7.1. Once a student has commenced their studies, one full term's notice is required for any withdrawal. A summary of refund criteria is available on our website. Withdrawal from part of a term is not possible. If you do not provide us with this notice, we will charge both the current term's fee and one term's fees in lieu of notice. This clause applies to withdrawals from tuition and/or accommodation provided by the College. If you wish to change the student's place at the College from a boarding to a day place (living in independent accommodation) you must either give a term's notice or pay to the School the difference between the boarding and the day fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given. Any refund due will only be returned to the original fee payer by the original payment method. All refunds will be processed in line with applicable laws and legal restrictions.
- 7.2. If a student wishes to change their course of study, after starting their studies, the same notice provisions apply to any change in fees. Any Student or Child Student holders with drawing will be reported to the UKVI and will be required to provide documentary evidence of their return to their home country (e.g. visa stamp) or of their sponsorship by a new school.
- 7.3. The College is unable to refund fees when the student is absent due to illness or injury or other emergency, or change in personal circumstances. The Parent or Student (if over 18) is therefore required to arrange adequate fee insurance to provide cover for the refund of fees in such cases. Please contact admissions@bosworthcollege.com if you would like details of insurance cover.

8. Students requiring a visa to study in the UK

- 8.1. 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 above. We will not be responsible for any related or ancillary costs or losses incurred. 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.
- 8.2. 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. If the student holds a non-Student Route 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



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- 8.3. We are required to withdraw sponsorship of Student visas for a number of reasons, including:
- failure to enrol or re-enrol on the course.
 - failure to meet the minimum attendance requirements.
 - the enrolment being terminated, or the Student withdrawing, being excluded or deferring their studies; and
 - students successfully completing the course in a shorter period than originally planned.
- 8.4. 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). 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 7](#). Support may be provided at our discretion in cases of UKVI error.

9. Academic performance

- 9.1. Students are expected to attend lessons, complete their work, and attain reasonable performance targets. English for Academic purposes will normally form part of a student's studies until such point as they reach IELTS 7.5 in all areas.
- 9.2. If, in the reasonable opinion of the Principal 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 allow the student to continue with their studies. In the event of a student being withdrawn in these circumstances, no refund will be made of fees due (whether paid or payable) and fees in lieu of notice will be charged in accordance with Section 7 above.
- 9.3. The College will support all relevant students in their applications through UCAS to university. It is the duty of the student to ensure all supporting qualifications are accurately communicated and are fully supported by valid, original documents that can be corroborated by both the College and the relevant university admissions department, if required.
- 9.4. All students are strongly advised to apply to universities through the College and to discuss all such actions thoroughly with their advisor. If a student applies directly to UCAS, other than through the College, BIC staff will do what which they can to assist but, if in the view of the Principal, it is not in the best interest of the student or the College to support an independent application, including one made through an agent, the College will not support it. We accept no liability for applications supported by other parties or using fraudulent documents.
- 9.5. Scholarship recipients must maintain good academic and personal standing during their course to remain eligible for the award. Students found guilty of academic and/or personal misconduct during their course may have their scholarship withdrawn.

10. Trips, visits and medical care

- 10.1 The Parent and Student confirm consent to participation in all college trips and activities on or off college premises, and agree to the provision of first aid or urgent medical treatment as necessary. Parents and Students agree 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. It is important that the College is made aware of any welfare, medical conditions, mental health issues or disabilities as soon as possible so that the Student can be cared for appropriately. It is therefore a condition of the Student joining and remaining at the College that a medical questionnaire in respect of the Student is completed and submitted during the application process. This includes the requirement to provide a full vaccination history. Parents and Students also agree to notify the College of special dietary needs, allergies or other medical conditions where special arrangements have to be made. The College must be notified of any changes to health, medical or other relevant information related to the student as soon as they occur.



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- 10.2 If a student arrives at College with an undeclared pre-existing condition, the College reserves the right to ask the student to leave the College, or (where possible) to attend private medical or psychological treatment. The cost for any such treatment will be met by the Parent. Additionally, where the College finds a Student requires, or the Student or Parent requests, additional support in the classroom, in addition to any reasonable adjustments, a charge would normally be made to cover these costs.
- 10.3 Parents should be aware that charges for UK National Health Service ("NHS") treatment may apply, subject to local policies. Parents are required to obtain adequate insurance prior to travel for all medical care. The cost to see a private doctor or dentist, for routine or emergency treatment, can vary and can be requested via the College's medical centre. The student will need to pay for these costs directly. Cancellation or withdrawal for medical reasons is subject to the notice periods described above.
- 10.4 If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you may be required to keep the student at home, or for the student to remain in boarding, until such time as the health risk has passed. Where it is considered appropriate, we will try to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).
- 10.5 Cancellation or withdrawal for medical reasons is subject to the notice periods described in Section 7 above. We strongly advise taking out insurance that covers cancellation for protection in these circumstances.

11. Disciplinary matters and exclusion

- 11.1 The College operates a multi stage discipline system and will ensure Parents are made aware if a Student's conduct in the College is a concern, as we believe that the inclusion of Parents is the best route to address and improve Student behavioural issues. The Student must abide by the College's rules as set out in the Student Handbook, Student Behaviour Policy (located at <https://bosworthcollege.com/about-us/college-policies/>) and the House Rules (available in the residences) or as may be published or announced from time to time.
- 11.2 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 Principal, 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 Parent 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.
- 11.3 If exclusion is necessary, arrangements must be made for the Student to leave the college at the earliest possible opportunity, and any Student or Child Student visa-holding Student will be required to confirm their safe arrival to their home country for onwards evidence to UKVI. We will be required to notify the relevant authorities if Students do not leave when requested to. Any visa sponsorship will be withdrawn. Any relevant expenses incurred by the College to return the Student and their personal property shall become payable by the Parent. 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 Section 7 above.



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- 11.4 The College may carry out random drug and alcohol testing in accordance with the College's Misuse of Non- Prescribed Drugs Policy.
- 11.5 Appeals can be made against permanent exclusion. Please see our Student Behaviour Policy for information regarding the appeals process.

12. Accommodation

- 12.1 We make every effort to confirm accommodation room type upon receipt of deposit. Where a Student's preferred room type is not available at time of booking (this is often the case from late summer onwards), their offer pack will detail the closest suitable alternative. A Student may opt to be waitlisted for their preference upon their arrival, however this will be subject to availability.
- 12.2 Once a student has taken up their accommodation, one full term's notice is required for any withdrawal. The relevant details are given in section 7 above.
- 12.3 Any Student under the age of 21 is expected to live in College accommodation unless either living with a Parent or a legal Guardian at least 25 years old (subject to Principal's approval), within reasonable travelling distance of the College. Any other exceptional arrangements are subject to the approval of the Principal. Should a student move out of College accommodation without prior approval from the Principal, accommodation fees will be charged for the remainder of the full academic year.
- 12.4 The student may at any time be asked to change accommodation for disciplinary reasons. Any additional fee shall become immediately payable. Students who begin their studies in January may be required to change the location of their accommodation in Summer Term 2.
- 12.5 Students in College owned accommodation are not charged during half term - although most students return home. Students under 18 remaining in college during holidays may be required to attend additional activity and/or taught sessions during the day. Students under 16 remaining in accommodation during holiday periods will be required to undertake additional sessions during both half term or holiday times and additional charges will apply. Details of holiday accommodation charges are available on our website under 'Additional Costs'.

13. Damages to property, and fines

- 13.1 The Parent and Student are liable 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).
- 13.2 The College may impose a reasonable penalty or fine for other forms of misconduct such as contravening health & safety regulations such as smoking bans, or breaking College policies. The College does not accept responsibility or liability for the student's personal property, and the Student is strongly advised to take out personal insurance to cover any loss or damage to personal property which may occur while the student is at the College.

14. Publicity and scholarships

14.1 Scholarship recipients are expected to become Ambassadors for their College. Student Ambassador responsibilities may include a variety of forms of supporting the College's activity to engage with new students, either online, in print or in person. They may also include supporting new students joining the College from their home country.

14.2 Photographs and videos of students may be taken during their stay with us for use in promotional materials, such as: brochures, website and college social media. Student names may also be shown in promotional material and end of year results information. Please email marketing@bosworthcollege.com if you are unhappy for your child's photograph or name to be used for these purposes.



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15. Data protection

15.1 We are registered as a data controller with the UK Information Commissioner's Office and we will procure that the College will, at all time comply with the applicable data protection legislation including the GDPR and Data Protection Act 2018.

15.2 We will process personal data:

- as set out in the College's Privacy Notice which is available on the College's website <https://bosworthcollege.com/about-us/college-policies/> (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.

15.3 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.

16. Complaints

If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without undue delay. Complaints should be raised in accordance with the Complaints policy, located at <https://bosworthcollege.com/about-us/college-policies/>

17. Payment to agents

Before applying to study at the College you may have engaged an Agent to offer you advice and support in applying to the College 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 our website).

17.1 Where this is the case we acknowledge that your tuition fees payable may include the fees due to the relevant agent (subject 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 our internal policies and expectations of an agent, and who has been confirmed by us as being such an agent.

17.2 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 Admissions on admissions@bosworthcollege.com.

18. Liability & Jurisdiction

18.1 While the Student remains at the College, we will ensure that the College 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.

18.2 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.



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18.3 We shall not, and nor shall the College, exclude or limit our liability to you where it would not be lawful to do so. This includes any liability for death or personal injury suffered by any Student caused by our or the College's negligence, fraud, or breach of your consumer rights.

18.4 This Contract is governed by English Law but if you may choose to bring legal proceedings before the courts of your home country.

19. Transfer of this contract

19.1 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.

19.2 The Student and Parent may not transfer their rights or obligations under this contract to anyone else.

20. Events outside the College's, or the Student's control

20.1 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 20 we shall refer to these as an "event".

20.2 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 you 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.

20.3 Subject to clause 7, if the Student is unable to attend (or is likely not to be able to attend) the College, in person or remotely, due to reasons caused by an event the College shall be notified in writing of such circumstances and the following provisions shall apply:

- in consultation and cooperation with the College, the Student and the Parent 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;
- 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 you shall not be responsible for failing to perform your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the event;
- and if the event continues to prevent the Student from attending the College (whether in person or remotely) 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, you 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.



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21. Changes to these Terms and Conditions

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