

Laine Theatre Arts Limited Student -Parent - College Contract Acceptance Form

I/We hereby accept the offer of a place at Laine Theatre Arts Limited ('the College') with effect from the beginning of the Autumn term 2022 and enclose a cheque for/have paid¹ £200 as a Reservation Fee/I am a DaDA recipient and need not pay a Reservation Fee.¹

Before signing this Acceptance Form, you should read (i) the <u>Terms and Conditions</u> attached to this Acceptance Form and (ii) the <u>Student Handbook</u>.

By signing this Acceptance Form I/we confirm that:

- i. the Terms and Conditions attached to this Acceptance Form (and as varied from time to time) form part of the contract between me/us and the College;
- ii. I/we agree to pay any fees and supplemental charges when due and, by signing this Acceptance Form, I/we confirm that (if applicable) I am/we are not (jointly or individually) in arrears on the payment of any fees or charges owing to any other educational or training establishment;
- iii. any information or circumstances about or relating to me/us that has previously been notified to the College (including as part of the admissions process) is and remains complete and accurate as at the date when I/we sign this Acceptance Form;
- iv. the above named student has the right to enter, live and study in the United Kingdom and, if the College is to sponsor the above named student as a condition of his/her entry into the United Kingdom, such requirement has previously been notified to the College; and
- v. I/We acknowledge receipt of a copy of the current Student Handbook and agree that I/we shall observe and be bound its terms.

Where the student is aged under 18 years, the parents of the student must confirm, in addition to the above, that:

- (a) all holders of parental responsibility for the student have signed this Acceptance Form and that no one else holds parental responsibility for that student
- (b) we, as holders of parental responsibility for the student, co-habit / live separately¹ at the address(es) shown below and we agree to notify the College immediately of any change of address or our family circumstances; and
- (c) unless otherwise notified to the College in writing prior to signing this Acceptance Form there are no court orders in place in respect of the care or living arrangements of the student and / or the payment of fees for his/her education.

¹ Please delete as appropriate



I/We hereby confirm that I am/we are responsible for meeting all my/our obligations under the attached Terms and Conditions including the payment of fees.

Parent/guardian 1 * see note below	Parent/guardian 2 * see note below	Student
(signature)	(signature)	(signature)
(print name)	(print name)	(print name)
(date)	(date)	(date)
(relationship to student)	(relationship to student)	
(address)	(address)	(address)

*Parents/guardians are required to sign this Acceptance Form where:

- a) the above-named student is under 18 years old;
- b) the above-named student is over 18 years old and parents will be paying the fees and any or all supplemental charges and/or the College makes the offer of a place conditional upon parents entering into this agreement.



Laine Theatre Arts Limited Terms and Conditions

Definitions

(a) In these Terms and Conditions (and in the Acceptance Form to which these Terms and Conditions are attached and which form part of the contract) some words and phrases have particular meanings and have to be defined. Such defined terms are set out here:

"Acceptance Form" means the form provided by the College for parents and/or students to complete when accepting a place at the College for the student;

"the Complaints Procedure" is the College procedure for handling complaints from parents and students, as amended from time to time. It does not form part of the contract with the College. A copy of the procedure is available from the College at any time upon request;

"<u>Data Protection Legislation</u>": all laws, regulations, legislative and regulatory requirements and codes of practice applicable to the processing of Personal Data including, without limitation, the UK Data Protection Act 2018 and any regulations, instruments or codes of practice issued pursuant to that Act, the GDPR, and any successor legislation replacing, repealing or amending those laws.

"fees" means the fees set out in the Schedule of Fees as amended from time to time;

"GDPR": Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

"Personal Data": has the meaning given to it in the Data Protection Legislation applicable in the UK from time to time.

"Principal" means the person appointed by the Directors of Laine Theatre Arts Limited to be responsible for the day-to-day management of the College, including anyone to whom such duties have been duly delegated;

"Reservation Fee" means the sum referred to as such in the Acceptance Form (and that is separately set out in the Schedule of Fees);

"Schedule of Fees" means the note of the College prevailing fees, a copy of which remains available on the College website and is available at any time upon request;

"student" means a student of whatever age admitted by the College and includes any student aged 18 or over;

"Student Handbook" means the rules of the College concerning the general conduct of students as may be amended from time to time. A copy of the then current version of the rules is sent to those who sign the Acceptance Form with the letter offering a place at the College. Those who sign the Acceptance Form will be given notice of subsequent amendments to the rules:

"term" means a term of the College as notified to parents and students from time to time;

"a term's notice" means written notice given not later than the first day of the term preceding the term to which the notice relates;

"**Terms and Conditions**" means these Terms and Conditions as amended from time to time;

"we" or the "the College" means the legal entity carrying on business as Laine Theatre Arts Limited as identified in <u>Clause 1(b)</u> below or its duly authorised representative (as the context requires): and

"you" or the "parents" means any person who has signed the Acceptance Form as having parental responsibility for the student, or a person who with the College's express written

consent replaces a person who has signed the Acceptance Form (and "your" shall be construed accordingly).

Use of the word "**including**" shall mean (and be construed) such that the examples that are given are not intended to be exclusive or limiting examples of the matter in question.

(b) The Acceptance Form, the Schedule of Fees and these Terms and Conditions (as in each case may be varied from time to time) form the terms of the contract (the "contract") between Laine Theatre Arts Limited (company number 01180133) and those persons who sign the Acceptance Form. It is not intended that the terms of the contract shall be enforceable by any other third party.

2. Acceptance and Registration Fee

- (a) An offer of a place at the College is accepted by the submission of the duly completed Acceptance Form.
- (c) To withdraw acceptance of a place <u>after</u> submitting the Acceptance Form those who sign the acceptance form must give as much notice as is possible in writing. The College reserve the right to charge a term's fees in lieu of notice if not informed of withdrawal by the first day of term.

3. Fees

- (a) All the costs incurred in the usual course of training and education provided by the College for the student, including the provision of any necessary training materials and as may otherwise be outlined in the Schedule of Fees, shall be met by the fees unless otherwise notified by the College.
- (b) Any extra-curricular activities (including trips and visits) shall be deemed to be supplemental to items met by the fees and charged for accordingly. In addition (and by way of further example), all external examination charges shall be charged as supplemental to the fees. These supplemental charges shall become due and owing to the College as a debt.
- (c) (i) All those who sign the Acceptance Form are liable for the whole of the fees due and any and all supplemental charges. And, all those who have signed the Acceptance Form shall remain liable to the College for the whole of the fees and supplemental charges due UNLESS AND UNTIL the College has expressly agreed in writing with each and every person who has signed the Acceptance Form to look exclusively to any other named person for payment of the fees and/or any supplemental charges (or any part of them).
- (ii) A parent who signs the Acceptance Form may withdraw from this contract with the College by submitting a term's notice ON CONDITION THAT they have obtained the prior written consent of the College and those other persons who sign the Acceptance Form.
- (iii) Where the student alone signs the Acceptance Form, the student is wholly liable for the whole of the fees due and any and all supplemental charges.
- (vi) If the student has been awarded a scholarship, bursary or government-funded award, any liability will be for the amount of fees due after taking account of that award. A College scholarship or bursary award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Principal, the student's attendance, progress or behaviour no longer merits the continuation of the award, but any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced. If within fourteen (14) days following the withdrawal of a scholarship or bursary notice is



given by those who sign the Acceptance Form of the student's withdrawal from the College, no fees in lieu of notice will be payable.

(d) Each term's fees accrue separately and an invoice for each term's fees will be sent to those persons who sign the Acceptance Form (or such other person(s) the College may have agreed separately shall pay the fees under <u>Clause 3(c)(i)</u> above) before the start of the term to which the invoice relates. The fees must be paid in full either by cheque or by direct bank transfer on or before the first day of the term to which the invoice relates

The College may agree that the fees that are or will fall due in relation to any term can be paid in instalments. If the College so agrees in relation to any term's fees then the College and those liable for those fees will agree separately in writing the amount of each term's fees that is to be deferred and the anticipated schedule of instalments by which the deferred amount is to be paid. In such circumstances and in any event, the agreed amount for each term is to be paid [by direct debit] in not more than four (4) instalments within a period that does not exceed twelve (12) months beginning with the date of the relevant invoice. The College shall issue a separate invoice and schedule of instalments relating to the fees due in respect of each term, which shall be evidence of the separate agreement for the payment of that term's fees.

- (e) Any and all supplemental charges for extra-curricular activities for each term (and for other charges that were agreed during the previous term) will be invoiced separately and such invoice shall be sent to those persons who sign the Acceptance Form before the start of the subsequent term. All such supplemental charges must be paid in full [either by cheque or] direct bank transfer on or before the first day of that subsequent term.
- (f) (i) We reserve the right to refuse to allow the student to attend the College or to withhold any references while fees and/or supplemental charges remain unpaid or in the event that there is a persistent default in relation to the payment of fees and/or supplemental charges.
- (ii) We may make an interest charge of three [3] per cent per annum above the base rate for the time being of the College bank on any late payments. Unless otherwise notified in writing, this interest shall accrue on a daily basis from the due date until the date of payment in full of the overdue amount, whether before or after judgment. The interest must be paid together with the overdue amount.
- (iii) If we reasonably and properly incur any costs (including reasonable legal costs, and in any event being such costs that would be allowable by the courts if judgment was made in the College's favour) in recovering or attempting to recover fees or any supplemental charges that have not been paid in accordance with the terms of this contract, then those persons who have signed the Acceptance Form shall be responsible for paying such costs in addition to the fees and/or supplemental charges (as the case may be) and any interest applied to such amount(s).
- (g) The fees will be reviewed from time to time (usually annually) and may be increased by such amount as the College considers reasonable. Notice of an increase in the fees will be sent to those persons who sign the Acceptance Form prior to the end of the term preceeding that for which the increase is to take effect.
- (h) Fees and any prepaid supplemental charges will not normally be reduced as a result of absence due to illness or otherwise. If the student takes study leave at home before or during public examinations, or stays at home following those

examinations, no reduction of fees will be made in respect of such periods spent at home.

4. Notice Requirements

- (a) Withdrawal from the College (other than at the normal leaving date) requires those persons who sign the Acceptance Form to either give a term's notice to that effect or shall pay to the College a term's 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. The appropriate sum in lieu of notice will become due and owing to the College as a debt on the first day of the term which would have been the final term of provision if a term's notice had been given.
- (c) The College affairs are organised on a termly basis and it is not possible to reduce the amount of fees or supplemental charges due or to obtain a refund of fees or supplemental charges by withdrawal of the student from the College or by the student ceasing to participate in an activity part-way through a term.

5. Student Handbook

- (a) It is a condition of remaining at the College that the student complies with the Student Handbook. In addition, the student must attend punctually, work hard and conform to such rules of appearance, dress and behaviour as may be issued by the College from time to time (if not already included within the Student Handbook).
- (b) The College may undertake drugs testing of students in accordance with any drugs policy in force from time to time. The drugs policy has been adopted with the aim of safeguarding the health and safety of all students.

6. Suspension, Exclusion and Required Removal

- (a) The Principal may in his or her discretion suspend or, in serious or persistent cases, expel the student from the College if the Principal reasonably considers that the student's attendance, behaviour or progress (including behaviour or conduct outside the College) is unsatisfactory and the suspension or exclusion is in the College's best interests or those of the student or other students.
- (b) Where parents sign the Acceptance Form, the Principal may in his or her discretion require the student to be removed from the College if the Principal reasonably considers that parents behaviour or conduct (or the behaviour or conduct of one parent): is unreasonable; and/or adversely affects (or is likely to adversely affect) the student's or other students progress at the College, or the well-being of staff; and/or brings (or is likely to bring) the College into disrepute; and/or is not in accordance with parents obligations under this contract.
- (c) Should the Principal exercise his or her right under either <u>Clause 6(a)</u> or <u>Clause 6(b)</u> above there will be no entitlement to any refund or remission of fees or supplemental charges due (whether paid or payable).
- (d) Where the student is expelled from the College under either <u>Clause 6(a)</u> above, the Reservation Fee will be forfeited but fees in lieu of notice will not be payable and any prepaid fees and/or supplemental charges for the period after the expulsion will be refunded.
- (e) Where the student is required to be removed from the College under <u>Clause 6(b)</u> above fees in lieu of notice will not be payable and any prepaid fees and/or supplemental charges



for the period after the removal (including, if applicable, the Reservation Fee held by the College) will be refunded.

- (f) The Student Handbook set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive and the Principal may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the student's record at the College may be taken into account.
- (g) Any review of serious disciplinary matters or decisions taken by the College and/or Principal under this <u>Clause 6</u> shall be governed by the Complaints Procedure.

7. The College's Obligations

- (a) Subject to these Terms and Conditions, the College undertakes to accept the student from the time of joining the College until the end of his or her education or training.
- (b) While the student remains at the College, we undertake to exercise reasonable skill and care in respect of his or her training, education and welfare. This obligation will apply during College hours and at other times when the student is permitted to be on College premises or is participating in activities organised by the College.
- (c) Where the student is aged under 18 years old and requires urgent medical attention while under the College's care, we will if practicable attempt to obtain parents prior consent. However, should we be unable to contact parents we shall be authorised to make the decision on parents behalf should consent be required for urgent treatment recommended by a doctor (including anaesthetic or operation, or blood transfusion (unless previously notified that parents object to blood transfusions)).
- (d) In order to fulfil our obligations, we, the Principal and the College staff need co-operation from those persons who sign the Acceptance Form, including in particular by fulfilling any obligations under this contract.

8. Parent's Obligations

- (a) The obligations set out in this Clause 8 shall apply to each person who signs the Acceptance Form as having parental responsibility for the student.
- (b) In addition to your other obligations included elsewhere in these Terms and Conditions (including in the remainder of this <u>Clause 8</u>), you undertake to co-operate with the College and the College staff in good faith, and including in particular by:
 - (i) maintaining a constructive relationship with staff (including in instances where the College is exercising its rights and performing its obligations under this contract);
 - encouraging the student in his or her training, and giving appropriate support at home;
 - (iii) keeping the College up-to-date and informed of matters which affect (or may affect) the student (including circumstances which arise at any time that affect (or may affect) your ability to pay the fees and supplemental charges) and ensure that all details or other information notified or otherwise disclosed to the College about you and/or the student are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld;

- (iv) providing cooperation and assistance to the College so that the student can participate and benefit from the College's provision of education and training (including where the College may wish/need to provide such education remotely); and
- (v) attending meetings and otherwise keeping in touch with the College where the student's interests so require
- (c) You undertake to inform the College (and provide, whether upon further request by the College or otherwise, any reports or other materials relevant to the same) of any health or medical condition, special educational need(s), disability or allergy that the student has or subsequently develops, whether long-term or short-term, including any infections. If the College so requires due to a health risk either presented by the student to others or presented to the student by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep the student at home and not permit him/her to return to the College until such time as the health risk has been averted.
- (d) You undertake to inform the College of any situations where special arrangements may be needed in relation to the student. You also undertake to inform the College if, at any time prior to or during the student's time at the College, a court order is put in place or an undertaking is given to a court in respect of (or that somehow relates to) the student's attendance at the College (including its premises) and/or the College provision of education to the student, including any which may deal with or impact upon in any way: (i) the student's living and/or contact arrangements; (ii) the student's education, welfare and/or upbringing; and/or (iii) the payment of fees and/or supplemental charges. In any such circumstances you shall (whether upon request or otherwise) promptly provide the College with copies of the relevant court order(s) or undertaking(s) (or the relevant parts thereof).
- (e) You acknowledge and agree that, prior to and during the student's time at the College, the College is entitled to assume that those signing the Acceptance Form have consulted with each other so far as decisions regarding the student are concerned. Accordingly, subject only to Clause 8(f) below, you (and each of you) accept that the College is entitled to treat:
 - (i) any instruction, authority, request or prohibition received from one of you as having been given on behalf of both / all of you 10; and
 - (ii) any communication from the College to one of you as having been given to both / all of you.
- (f) A notice of withdrawal of the student from the College served under this contract must be in writing and signed by each person who signed the Acceptance Form (and the College shall be entitled not to accept such notice unless and until all those who sign the Acceptance Form have signed such notice).
- (g) The Principal must be informed in writing of any reason for the student's prolonged absence from the College. Wherever possible the College's prior consent should be sought for absence from the College.
- (h) We cannot accept any responsibility for the welfare of the student while off the College premises unless he or she is taking part in a college activity or otherwise under the supervision of a member of the College staff.
- (i) If you have cause for concern as to a matter of safety, care, discipline or progress of the student you must inform the College without delay. Complaints should be made in accordance with the College's Complaints Procedure.



9. <u>Student's Obligations</u>

- (a) Where the student signs the Acceptance Form, the obligations set out in this clause 9 shall apply to the student.
- (b) In addition to the student's other obligations included elsewhere in these Terms and Conditions, the student undertakes to:
 - (i) maintain a constructive relationship with the College staff:
 - (ii) adhere to and comply with the Student Handbook;
 - (iii) keep the College up-to-date and informed of matters which affect (or may affect) the student (including circumstances which arise at any time that affects (or may affect) the student's ability to pay fees) and ensure all details disclosed to the College about the student are accurate, truthful and not misleading and that any relevant information is not withheld;
 - inform the College of any health or (iv) medical conditions, special educational need(s), disability or allergy the student has or subsequently develops, whether long or short-term, including any infections, including positive testings of COVID19 or any symptoms thereof. The student undertakes to remain at home if the College so require due to a health risk presented by the student (or by others) and not return to the College until such time as the health risk has been averted (including for the avoidance of doubt any required quarantine period in accordance with Government guidelines in relation to COVID19); and
 - (v) inform the College in writing of any reason for absence from the College.

10. <u>Insurance</u>

Those who sign the Acceptance Form must make their own insurance arrangements if cover is required for the student's person or property while at College or for the payment of fees due to absence of the student or closure of the College premises.

11. Confidentiality and Data Protection

(a) Those who sign the Acceptance Form consent to us making use of information relating to them (including photographs and video recordings) whilst the student is at the College and after he or she has left for the purposes of: (i) managing relationships

- between the College and current students/parents; (ii) promoting the College to prospective students/parents; (iii) publicising the College's activities; and (iv) communicating with the College community and the body of former students. In respect of (ii), (iii) and (iv), this includes use of such information by the College in/on the College's prospectus (in whatever format or medium), the College's website(s).
- Those who sign the Acceptance Form undertake to: (i) confirm (or update, if necessary), when requested, such information (and/or documentary materials) about (or relating to) them that is held by the College: and (ii) in any event, inform the College of any change to their circumstances (including, where applicable, in connection with their entitlement to enter, reside and/or study in the United Kingdom), or to information about (or relating to) them which has previously been notified to the College, including relevant contact details. In order to comply with our responsibilities as a licensed sponsor under Tier 4 of the Home Office's points-based system, those who sign the Acceptance Form also consent to notifying and/or supplying information to the College relating to the student's right to enter, reside and/or study in the United Kingdom to the United Kingdom Visas and Immigration(UKVI) unit of the Home Office (and to do so notwithstanding whether we actually sponsor the student or not).
- (d) Where parents sign the Acceptance Form, parents acknowledge and agree that those persons who have parental responsibility for the student are entitled to receive relevant information about the student from the College (including reports, correspondence and other materials relating to his or her progress, development and/or education generally). The College shall therefore disclose such information as a matter of routine to such persons UNLESS the College is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under the Data Protection Act 1998).
- (e) The College will comply with its obligations under the Data Protection Legislation in respect of its processing of Personal Data of students and parents in connection with this Agreement. Without limiting the generality of the foregoing, the College shall:
- (i) ensure that any disclosure of Personal Data to you is in accordance with the Data Protection Legislation;
- (ii) ensure that the privacy notice requirements of the Data Protection Legislation with respect to its own processing of Personal Data (including disclosure of Personal Data to the other Party and receipt of Personal Data from you) are met:
- (ii) only process Personal Data for the purposes set out in the Privacy Notice or as may otherwise be required by applicable laws and/or permitted under the Data Protection Legislation.



12. Changes in Ownership etc

For the purposes of constitutional changes to the College or amalgamation we reserve the right to transfer the undertaking of the College to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the College with any other educational institution.

13. Cancellation

(a) The College shall be entitled to cancel this contract by notice in writing without prejudice to its other remedies and without any obligation to return any Reservation Fee or fees paid if you and/or the student are in material breach of any of your corresponding obligations under this contract or any similar agreement with the College (including for the avoidance of doubt persistent late or non-payment of fees and/or supplemental charges) and have not (in the case of a breach which is capable of remedy) remedied the same within fourteen (14) days of a notice from the College requiring it to be remedied.

For the purposes of illustration only (and without limitation), the following circumstances would typify what the College is likely to regard as a material breach entitling it to terminate this contract: (i) failure to pay any fees or supplemental charges on time on more than [one] occasion; (ii) you or the student acting in such a way as to give the Principal cause to require the student's removal from the College under <u>Clause 6(b)</u> of this contract; (iii) any other circumstance where the student is expelled from the College in accordance with the terms of this contract (including pursuant to the College rules); (iv) a serious misrepresentation of facts or circumstances or withholding of information about you and/or the student or that is relevant to the provision of education by the College to your student (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that you and/or your student is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/they are not); and (v) failure or refusal to complete and submit to the College the medical questionnaire.

- (b) (i) The College may at any time cancel this contract forthwith by notice in writing (without prejudice to any of its other remedies) if those persons who have signed the Acceptance Form are unable, following our reasonable request, to demonstrate their ability to pay the fees and supplemental charges as they fall due under this contract; are otherwise unable to pay debts as they fall due; are the subject of a bankruptcy petition or order; or enter into an individual voluntary arrangement.
- (ii) Those persons who sign the Acceptance Form may at any time cancel this contract forthwith by notice in writing (without prejudice to any of your other remedies) if the College becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

14. Force Majeure

(a) In this contract "force majeure" shall mean any cause beyond a party'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).

- (b) If any party to this contract is prevented from or delayed in carrying out its contractual obligations by a force majeure event, that party shall immediately notify the others in writing and shall be excused from performing those obligations while the force majeure event continues.
- (c) In the circumstances of a force majeure event, without prejudice to Clause 14(b) above, the College may in its sole discretion, elect to perform the educational and training services in compliance with its obligations hereunder by alternative means e.g. via video-conferencing if its deems it more appropriate.
- (d) If the force majeure event continues for a period greater than 3 months, the party who has provided notification under Clause 14(b) shall notify the others of the steps to be taken to ensure performance of its contractual obligations which may include those under 14(c) above.(d) If the force majeure event continues for a total period greater than 6 months, the party in receipt of notification under Clause 14(b) may terminate this contract by providing 3 working days notice in writing to the other parties.

15. Communications

- (a) All notices required to be given under these Terms and Conditions must be given in writing.
- (b) Communications (including notices) will be sent by the College to the address(es) shown in our records, or using other contact details included in our records. Those persons who sign the Acceptance Form undertake to notify the College of any change of address(es) or other contact details.
- (c) Notices that are required to give under these Terms and Conditions must be **in writing** addressed to the Principal and either: (i) delivered by hand to the College; (ii) sent to the College by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or (iii) otherwise sent to the College's address by first, second class post or recorded delivery.

16. Interpretation

Headings in these Terms and Conditions are for ease of understanding only and do not form part of these Terms and Conditions.

17. Severance

- (a) If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- (b) If any provision or part-provision of this agreement is deemed deleted under Clause 17(a) the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

17. <u>Jurisdiction and Governing Law</u>

This contract is governed by English Law. You agree with us to submit to the exclusive jurisdiction of the English courts.



18. <u>Variations</u>

We reserve the right to change or add to these Terms and Conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the College. The College will send notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect.