

# SAE UK Terms and Conditions

This document sets out SAE Education Ltd (SAE UK) terms and conditions, which together with the terms contained in the Offer Letter, the Acceptance Form, Fee Guidance Document, website information and in any documents or policies referred to in these Terms and Conditions (as defined below), will form a contractual relationship between SAE UK and you under which SAE UK agrees to enrol you on one of SAE UK's programmes and provide you with education and pastoral support services and you agree to progress your studies on a programme at SAE UK.

Upon confirming acceptance of an offer of a place on a programme (as defined below) and providing the items set out in term 2.5 below, a contract will be formed between you and SAE UK. Therefore, before accepting the offer, you should carefully read and make sure you understand these Terms and Conditions and any terms contained in the Offer Letter, the Acceptance Form, Fee Guidance Document, and in any other documents or policies referred to in these Terms and Conditions.

Please note SAE UK's limitation of liability under Term 9.

If you do not understand any part of these Terms and Conditions, or any terms in the Offer Letter, Acceptance Form or in any other document mentioned in these Terms and Conditions, please contact our admissions team at [ukadmissions@sae.edu](mailto:ukadmissions@sae.edu) before accepting an offer.

## 1 Definitions and Interpretation

**1.1** The definitions set out below apply in these Terms and Conditions:

**SAE UK:** SAE Education Limited, as confirmed in your Offer Letter (company number 06647488)

**Acceptance Form:** the electronic form sent by SAE UK to the Applicant alongside the Unconditional Offer Letter, to be used by the Applicant to confirm acceptance of the Offer

**Additional Costs:** has the meaning set out in 5.15 to 5.19

**ADE Holding SAS:** ADE Holding SAS (French Company Number 824 504 534) and all and any companies that are a subsidiary or holding company of ADE Holding SAS from time to time, and any subsidiary from time to time of a holding company of ADE Holding SAS, including SAE UK Holdings Limited (UK Company Number 13891084)

**Applicant:** the person applying to study on a programme offered by SAE UK

**Application:** the formal request made by an Applicant, via the online Application Form, UCAS or an Agent, to study on one of the programmes offered by SAE UK

**Application Form:** the application form located at [www.sae.edu/gbr/form/application-form/](http://www.sae.edu/gbr/form/application-form/)

**Blended Learning:** mode of delivery for student learning – Takes place both on campus and online; both in scheduled sessions with lecturers, and with work for you to complete in your own time.

**Business Day:** any day, other than a Saturday, Sunday or public holiday in England, Scotland or Wales.

**CAS:** Confirmation of Acceptance for Study assigned by SAE UK

**Conditional Offer Letter:** the letter (or offer via UCAS) sent to the Applicant offering a place on a Programme, setting out conditions that need to be met before being considered for an Unconditional Offer Letter.

**Contract:** has the meaning set out in term 2.6.

**Face to Face:** an instructional method used to deliver some of the programme, whereby programme content and learning materials are taught in person, typically on-campus.

**Fee Guidance Document:** the document that is signed during enrolment confirming how the applicant is funding their tuition fees.

**Financial Sponsor:** the individual or organisation that has agreed to pay part or all of the applicants Tuition Fees and/or any Additional Costs.

**Home Applicant:** an Applicant that is not subject to immigration control within the UK and has the right to study in the UK without a visa.

**Home Fee:** The Tuition Fee level for those assessed as Home Applicants.

**International Applicant:** an Applicant who requires a visa via the 'Student Route' to study in the UK.

**Offer Letter:** the letter sent to the Applicant offering a place on a Programme, being either a Conditional Offer Letter or an Unconditional Offer Letter.

**Online:** an instructional method used to deliver part or all of the programme whereby the course content and learning materials are made available online.

**Other Fees Paid:** any fees or charges paid to SAE UK under the Contract, but not including Tuition Fees.

**Partner University:** the university validation partner associated with SAE UK

**Programme:** means the programme offered by SAE UK, as detailed in your Offer Letter

**Student Route:** The UK points-based visa system for all international students, including EU, EEA and Swiss students, who want to study in the UK.

**Trimester:** each period of time in an academic year, as confirmed by SAE UK to you, during which classes for the Programme will take place.

**Student:** the person that, following receipt of an Unconditional Offer Letter, accepts and enrolls to a place to study on a Programme in accordance with term 2.5.

**Terms and Conditions:** these terms and conditions.

**Tuition Fees:** the fees payable by the Applicant or Student (as applicable) to SAE UK for the Programme as detailed in the Unconditional Offer Letter.

**Unconditional Offer Letter:** the letter sent to the Applicant offering a place on a Programme, sent with the Acceptance Form.

**UCAS:** The Universities and Colleges Admissions Service. A UK-based organisation whose main role is to operate the application process for British universities.

**1.2** Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular.

**1.3** Term headings do not affect the interpretation of these Terms and Conditions.

**1.4** Any words following the terms *including, include, in particular, for example* or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 2 Application and Offer Stage

**2.1** Following the selection of a desired programme of study, the Applicant should either apply via UCAS, or complete an online Application Form and submit it to SAE UK together with the relevant documentation requested in the Application Form.

**2.2** SAE UK reserves the right to accept or reject any Application in its absolute discretion, subject to its legal obligation not to discriminate.

**2.3** Where SAE UK accepts an Application, SAE UK will issue a Conditional Offer Letter or an Unconditional Offer Letter to the Applicant.

**2.4** Where an Applicant receives an Unconditional Offer Letter, an Acceptance Form will also accompany this.

**2.5** In order for an Applicant to accept an Unconditional Offer, the Applicant must:

**2.5.1** complete and sign the Acceptance Form and return it to SAE UK electronically or if the offer was made via UCAS, make SAE UK their 'firm' choice and complete and sign the Acceptance Form and return it electronically also..

**2.6** A binding contract (the "**Contract**") will be formed when SAE UK has received all of the items listed in term 2.5.1 above.

**2.7** The Applicant should notify SAE UK at the time of application of any disability, whether a mental or physical condition, that will have or is likely to have a significant adverse effect on the Applicants ability to participate in a Programme, including all ancillary activities associated with the Programme, or where it is likely to mean that special arrangements will be required (for example in relation to access, accommodation, travel). In performing its obligations under the Contract, SAE UK will comply with the Equality Act 2010 and any associated applicable laws, statutes, regulations and codes from time to time in force. In particular, SAE UK will comply with its obligations to make reasonable adjustments to alleviate the effects of an Applicant's disabilities. To assist SAE UK to make any such reasonable adjustments, SAE UK must have full disclosure from each Applicant of any such disability (as described at the beginning of this clause). If the Applicant fails to notify SAE UK of any such disability at the time of application and SAE UK subsequently determines that it cannot support the Applicant despite its ability to make reasonable adjustments then SAE UK may: (a) refuse the Applicant's application; (b) withdraw any offer that has been made; or (c) where an offer has been accepted, withdraw the Applicant from the Programme and terminate the Contract.

### **3. Cancellation**

**3.1** The Student has the legal right to change their mind and cancel the Contract without giving a reason within 14 days starting from the day after a binding contract has been formed ("the cancellation period"). If a cancellation is requested during the cancellation period as per 3.1, SAE UK will refund any Tuition Fees paid to SAE UK and any other fees or charges paid to SAE UK by the Applicant or on the Applicants behalf. Any refund payable under this term will be paid within 28 days of the Student cancelling the Contract.

**3.2** If the Applicant accepts an offer for a Programme which starts during the Cancellation Period and the Student cancels the Contract during the Cancellation Period but after the Programme has started, the Student must pay for the part of the Programme that has been provided by SAE UK until the time SAE UK is informed of the Student's decision to cancel the Contract, unless the cancellation period is within the SAE census period (2 weeks from the start date of the programme)

**3.3** This term provides information on how to cancel the Contract within the cancellation period: The Student must let SAE UK know by a clear statement addressed to SAE UK that the Student wishes to cancel the Contract. SAE UK will promptly acknowledge in writing receipt of the Student's cancellation.

### **4. Fee Status**

**4.1** All applicants are required to indicate their nationality, country of birth and country of residence as part of their application. In most cases, this information will enable SAE UK to make a decision on the fee status of an applicant. Applicants can be assessed as eligible to pay either Domestic tuition fees, or International tuition fees, based on the information provided in the Application or any additional documentation requested by SAE UK and/or the Partner University.

**4.2** If SAE UK considers an applicant's fee status to be unclear from the information provided in their application, SAE UK will ask the Applicant to provide further information. Should the fee status remain uncertain, a final decision will be made by SAE UK. SAE UK reserves the right to identify an applicant as eligible to pay International tuition fees at any point in the admissions process up to the point of enrolment.

### **5. Payment and Fees**

**5.1** A breakdown of applicable Tuition Fees is provided in the Unconditional Offer Letter.

**5.2** Once the Applicant has accepted their offer in line with term 2.5 above, the amount of Tuition Fees for the first year of your Programme is fixed, not taking into account any subsequent tuition fees incurred.

**5.3** Fees for any subsequent years of study are reviewed annually and will not usually increase by more than 5% (five percent) per year. Such increases may reflect increases in the Consumer Price Index; increases resulting from changes in any applicable taxation; changes by regulatory, professional or academic bodies. SAE UK will give as much notice as possible of any such Tuition Fee changes. SAE UK has no control over or responsibility for fees payable to third parties.

**5.4** It is the Applicants responsibility to ensure that the Tuition Fees, Subsequent Tuition Fees, Other Fees, and any Additional Costs are paid in full and on time.

**5.5** If you are successful in obtaining funding via either the Student Loan Company (SLC), Student Awards Agency Scotland (SAAS) or any other Financial Sponsor (private or otherwise), it remains the Applicants responsibility to ensure that all fees are paid in full and on time.

**5.6** If the Applicant is paying the Tuition Fees themselves and they fail to pay all or any part of the Tuition Fees for any reason, SAE UK reserves the right to take one or more of the following actions:

5.6.1 suspend or withdraw the Applicant from their Programme;

5.6.2 withhold the Applicants results and not permit the Applicant to graduate and/or progress;

5.6.3 in relation to International Students, withhold any documentation required for a visa extension and/or cancel their CAS.

5.6.4 take legal action against the Applicant to recover the Tuition Fees payable to SAE UK, plus SAE UK's reasonable expenses for the costs of taking such an action; and/or

5.6.5 terminate the contract immediately on written notice.

Prior to taking any action listed in this term 5.6, SAE UK will make every effort to contact the applicant to request payment and discuss how the issue may be resolved.

**5.7** Where Tuition Fees, Subsequent Tuition Fees, Other Fees, or any Additional Costs are made 7 days or more after the deadline provided by SAE UK, without the prior approval of a Campus Manager of SAE UK, a £150 late payment fee may be applied.

**5.8** All payments shall be made by online payment or bank transfer only. Cash and cheque payments will not be accepted.

**5.9** All payments are subject to the following conditions:

5.9.1 the payee is authorised to use the payment method used;

5.9.2 a payment must be confirmed as having cleared SAE UK's bank account for it to be considered as a valid payment that reduces any balance owed; and

5.9.3 where a card provider declines or refuses a payment or where incorrect details have been provided by the payee and a payment does not reach SAE UK's bank account, SAE UK has no obligation to notify the payee or the Applicant or Student (as applicable) and accepts no liability for any losses.

#### **5.10 Student Loans and Fee Liability**

Where an applicant has had their fee status assessed as Home Fee and intends to fund all or part of their Programme through a Tuition Fee Loan, the applicant must produce evidence of a relevant finance application / approval before completing the enrolment process. If the finance has not been approved prior to enrolment at SAE UK, the applicant may enrol at their own risk and will be responsible for any Tuition Fees owed should the application for a Tuition Fee Loan be unsuccessful. Applicants and Students are expected to comply with

reasonable requests by SAE UK as to the status of their finance application(s). To be clear, if an applicant enrolls at their own risk and is not successful in gaining a Tuition Fee loan, the applicant will be liable to pay their Tuition Fees for the duration of their Programme.

**5.11** Once enrolled, the Student must renew their application with Student Finance (if relevant) for each subsequent year of study and produce valid proof as supplied by Student Finance prior to the start of that subsequent period of study with SAE UK.

**5.12** If, after enrolling with SAE UK, the Student withdraws or is withdrawn from their Programme, Student Finance might not pay the Student's full Tuition Fee liability. In such circumstances the Student will be liable for the difference in payments as set out in the table in term 5.14

**5.13** Students should also be aware that depending on the date of withdrawal, their maintenance payments from Student Finance may also be impacted.

**5.14** A guide to Tuition fee liabilities for Home Fee Status Students with Tuition Fee loans is set out in the following table:

For Students studying in an English Campus:

Term	Invoiced	SLC Payment	Shortfall at point in Academic Year
1	£3,700	£2,775	£925
2	£3,700	£2,775	£1,850
3	£3,700	£5,550	£0

For Students studying in the Glasgow Campus:

Term	Invoiced	SLC Payment	Shortfall at point in Academic Year
1	£3,000	£2,250	£750
2	£3,000	£2,250	£1,500
3	£3,000	£4,500	£0

### **Additional Costs**

**5.15** Applicants should be aware that there may be other costs associated with their Programme that are not stated on the Unconditional offer letter, but which may be payable by the Applicant to SAE UK or to a third party ("Additional Costs"). Additional Costs may consist of, but not limited to:

5.15.1 administration charges for any late or dishonoured payments of £150 (see term 5.7 above);

5.15.2 exam re-sit administration fee of £150 (see term 5.19 below);

5.15.3 module re-take fees, such fees to be calculated in accordance with term 5.19;

5.15.4 programme transfer fees (see term 6.11 below);



5.15.5 appropriate materials to support the Student's studies such as textbooks, course materials, art and design consumables, software, stationery, and photocopying costs;

5.15.6 if SAE UK takes legal action in accordance with term 5.6.4 (unpaid Tuition Fees), the reasonable costs incurred by SAE UK in taking such action; and

5.15.7 costs associated with determining academic proficiency.

5.15.8 costs associated with accessing Online materials and delivery, such as internet and device costs.

**5.16** No CAS will be assigned to an International applicant until they have accepted their Unconditional Offer in accordance with term 2.5 and have satisfied all pre-CAS requirements.

**5.17** SAE UK reserves the right to only return to source any excess payment or refunds.

**5.18** Where a Student is required to retake a module, the applicable fees payable will be invoiced on a per module basis, subject to any discount that may be applied.

**5.19** If SAE UK approves a re-sit exam or module, an administration fee of £150 will be charged. Re-sits and retakes will be considered in accordance with the current immigration rules and policy guidance.

## **6. The Programme of Study**

**6.1** The offer of a place to study with SAE UK is based on the key information which can be found on the relevant course pages of the SAE UK website and entry requirements page <https://www.sae.edu/gbr/entry-requirements>

**6.2** SAE UK shall provide education services (Programme delivery, tuition, supervision and assessment) as well as ancillary services (academic/learning support and resources, careers support and pastoral support) in either face-to-face or online mode as appropriate to the delivery of the programme, with reasonable skill and care, as part of its Blended Learning approach.

**6.3** Class and/or assessment/examination times or locations may need to change due to unforeseen circumstances, SAE UK will notify the Student as early as possible to inform them of the change to minimise impact.

**6.4** Subject to 6.3, classes will normally be held Monday to Friday between the hours of 08:00 and 21:00 during the Trimester.

**6.5** Subject to 6.3, assessments/examinations will normally be held Monday to Saturday between the hours of 08:00 and 19:00 except where scheduling requires them to be held outside these times. In which case SAE UK will take all reasonable steps to schedule the assessments/examinations at a time and place so as to minimise any inconvenience to affected Students, notifying the Student as early as possible.

**6.6** Students must enrol onto the Programme at the time and date provided by SAE UK.

**6.7** Whilst SAE UK expects all Students to arrive on time, it is understood that there can be unavoidable delays such as visa delays. Students must notify SAE UK of their expected

arrival as soon as they become aware that they may not arrive by the stated start date of their programme. In no instance will a Student be permitted to enrol more than 10 working days after the first day of teaching without the authorisation of the Dean. If the Student fails to enrol on or before 10 working days after the first day of teaching, without written permission from the Dean, SAE UK may suspend or withdraw the Student from their Programme (in such cases the Contract will terminate immediately on written notice to the Student and Tuition Fees to the value of the first Trimester will not be refundable. This is at the discretion of the Campus Manager.

**6.8** SAE UK and the Partner University reserves the right to make changes to the Programme. Reasons for changes can include, but are not limited to, the following reasons:

- 6.8.1 to meet the requirements of an accrediting, professional, statutory and/or regulatory body;
- 6.8.2 to reflect changes in the applicable laws and regulations;
- 6.8.3 to respond to sector good practise or quality enhancement processes;
- 6.8.4 to keep programmes contemporary by updating practices or areas of study;
- 6.8.5 Events outside of SAE UK's control;
- 6.8.6 non-availability of venues.
- 6.8.7 sickness or absence of tutors.
- 6.8.8 where a change to the Programme or module needs to be made where the minimum number of students needed to ensure a good educational or student support environment has not been met.

In making any such changes, SAE UK will aim to keep the changes to the minimum necessary and will make every effort to consult and notify (depending on the nature of the change) with affected Students in advance about any changes that are required.

**6.9** If SAE UK intends to withdraw a Programme or make a material change(s) to the Programme or campus after the Applicant has accepted the offer, but prior to enrolling onto the Programme, SAE UK will consult with the Applicant and take reasonable steps aligned to SAE UK's Student Protection Plan.

**6.10** Any change SAE UK makes pursuant to term 6.8 and/or term 6.9 above will be done in line with the SAE UK Student Protection Plan. If any change materially affects the Student, to the Student's detriment, the Student may withdraw from the Programme and terminate the Contract immediately by written notice and, unless the change is due to events outside SAE UK's control (in which case term 10.2 shall apply), SAE UK will reimburse the Student for any reasonable costs incurred by the Student in relation to the Programme, such as visa fees and travel costs directly relating to the Programme, and:

- 6.10.1 if the Student withdraws prior to the Programme start date, SAE UK will provide a full refund of the Tuition Fees paid to SAE UK, less any applicable charges; or



6.10.2 if the Student withdraws on or after the Programme start date, SAE UK will provide the Student with an appropriate refund taking into consideration the proportion of the Programme completed at the time of termination of the Contract.

**6.11** The Applicant does not have the automatic right to change their Programme once they have accepted their offer (in accordance with term 2.5), however where possible, SAE UK is committed to considering all requests and working with the student. If the Applicant wishes to make a change to their Programme, the Applicant must contact SAE UK at the earliest opportunity. The Applicant will be informed whether the change will be possible and any additional Tuition Fees or Additional Costs that this might incur.

**6.12** Failure to meet the stated progression criteria, detailed in term 6.13 below, of a stage of study within the set time frames and according to the requirements of the Programme, as well as the current requirements of the immigration rules for International Students may result in the Student being unable to complete their Programme.

**6.13** The progression criteria are:

6.13.1 to meet all pass criteria for each module/ stage as required by individual Programme requirements;

6.13.2 to attend classes, examinations and meetings in line with the Attendance and Monitoring policy of SAE UK

6.13.3 continue to have the right to study according to the immigration rules, where applicable.

6.13.4 to have cleared any outstanding tuition fees or additional charges.

**6.14** SAE UK reserves the right to terminate the Contract prior to enrolment where either (a) the Applicant requires a CAS and SAE UK believes that the issuance of a CAS would breach the relevant immigration rules; (b) SAE UK believes that the Applicants visa application will be unsuccessful; or (c) SAE UK believes that the performance of the Contract would bring SAE UK or a Partner University into disrepute. In such cases SAE UK will provide a refund of Tuition Fees paid to SAE UK and other fees paid less: (i) any costs incurred by SAE UK; and (ii) additional charges due.

**6.15** SAE UK promotes the values of being an inclusive higher education provider, and therefore do not ask any prospective students to declare any criminal convictions at time of their application.

However to best ensure the welfare and safeguarding of our staff and students, at the stage of conditional or unconditional offer, we will ask all prospective students whether they have any unspent criminal convictions at time of application, that is, an unspent conviction is one which has not yet reached its defined time from the date of conviction (not the offence). For more information see [A01.J Criminal Convictions Disclosure Policy](#).

**6.16** SAE UK may revise and amend these Terms and Conditions from time to time and will give the Student prior notice of any such changes. In the unlikely event that any amendment substantially changes the Contract, the Student may choose to withdraw from their Programme and terminate the Contract by written notice and SAE UK will provide the Student with an appropriate refund taking into consideration the proportion of the Programme completed at the time of termination of the Contract.

## 7. Deferral

**7.1** Requests for the deferral of either a Conditional or Unconditional Offer prior to enrolment are considered on a discretionary basis and deferrals can only be requested twice before the offer is withdrawn and a new application must be made. Where a CAS has been assigned by SAE UK to the Applicant and they have gained a student visa on this basis, deferrals will only be approved where the Applicant can provide binding evidence that:

7.1.1 the Student is not in the UK; and

7.1.2 the request/reason for deferral is fully supported by documentary evidence.

**7.2** If the deferral request is as a result of the Applicant receiving a visa refusal, the deferral will be subject to the approval of the Director of Student Recruitment & Admissions of SAE UK.

**7.3** Requests for a break from studies (known as 'dormancy') after enrolment are considered on a discretionary basis and must be made in line with the [Procedure for Dormant Students A09.D.](#)

**7.4** Students returning from an on-programme period of dormancy will be bound by the terms and conditions in operation at the time of return. They will be supplied with the current terms and conditions in force upon their return to studies.

## 8. Refunds

**8.1** Anti-money laundering rules in the UK require that any payment made to and confirmed as received by SAE UK will only ever be refunded to the person who made the original payment in the source country from where the payment originated.

**8.2** In the event that the Student has:

8.2.1 at any time during their studies with SAE UK provided to SAE UK fraudulent, untrue or misleading information and/or documents

8.2.2 deliberately withheld or omitted information that might be relevant to the Student's application

8.2.3 been refused a CAS or visa on the suspicion of the provision of fraudulent documents; and/or

8.2.4 at any time during their studies with SAE UK, provided to SAE UK materials or other documentation that is plagiarised, or committed a serious breach of SAE UK's code of conduct

SAE UK may withdraw the Student from the Programme and terminate the Contract immediately by notice in writing to the Student and the Student will be entitled to a refund as follows:

(a) if SAE UK withdraws the Student four weeks or more prior to the enrolment date, SAE UK will provide a refund of any Tuition Fees paid to SAE UK and other fees paid less the administrative charge of £150 for dealing with the refund; and all reasonable costs incurred by SAE UK in investigating and dealing with the circumstance that led to the withdrawal and termination.

(b) if SAE UK withdraws the Student less than four weeks prior to the enrolment date or any time after the enrolment date, an appropriate refund will be made taking into consideration the proportion of the Programme completed at the time of termination of the Contract, less the administrative charge of £150 for dealing with the refund; and all reasonable costs incurred by SAE UK in investigating and dealing with the circumstance that led to the withdrawal and termination

**8.3** Where a CAS number has been applied for or a CAS Statement issued by SAE UK on behalf of a Student and the Student fails to gain a student visa; then a refund of Tuition Fees paid to SAE UK and other fees paid, will only be applied where:

8.3.1 the Student has provided a copy of the refusal or rejection letter received from UK Visas and Immigration and evidence that the visa application was made within time and valid application conditions; and

8.3.2 information submitted by the Student or agent is not suspected of being fraudulent or deemed as purposefully misleading (in which case term 8.2.1 will apply).

The refund of payments made pertaining to the Programme and confirmed as received by SAE UK, will be subject to a £150 administrative charge.

**8.4** Where the cancellation period has ended and:

8.4.1 a CAS number has been assigned by SAE UK to a Student and the Student has gained a student visa on this basis; and

8.4.2 the Student fails to enrol or re-enrol, or transfers to another establishment within the UK; the Student is not entitled to a refund of any Tuition Fees paid to SAE UK or other fees paid, unless the Student notifies SAE UK at least four weeks before the enrolment date that he or she will not be enrolling at SAE UK. In such cases SAE UK will provide a refund of Tuition Fees paid to SAE UK and will be subject to a £150 administrative charge.

**8.5** Where the cancellation period has ended and:

8.5.1 a CAS number has been applied for or a CAS Statement assigned by SAE UK to a Student and they have gained a student visa on this basis; and

8.5.2 such Student has enrolled but is no longer undertaking study with SAE UK and this is an approved withdrawal from the Programme by the relevant Campus Manager

a refund of any Tuition Fees for future trimesters of the Programme paid to SAE UK or other fees paid for future trimesters can only be applied where a Student has provided satisfactory evidence that:

(i) the Student is no longer in the UK and his or her student visa has been cancelled; or

(ii) the Student has successfully gained a place at another UK institution; in line with all relevant immigration regulations at the time

(iii) the Student attended 85% or more of timetabled classes, submitted all required assignments and was present at all scheduled examinations in accordance with SAE UK Academic Policies and Regulations

If the request for refund is approved on the above noted conditions then it will be subject to a £150 administration charge. Tuition Fees for the Trimester in which the Student withdraws cannot be refunded as SAE UK will be unable to recoup its loss.

**8.6** For Home fee Students: where the 14 day cancellation period has ended and:

8.6.1 the Student has enrolled on the Programme but is no longer undertaking study with SAE UK; and

8.6.2 this is an approved withdrawal from the Programme by a Campus Manager of SAE UK, any fee liability will be in line with the table at term 5.14. SAE UK will refund to the Student any self-funded amounts paid to SAE UK in excess of this fee liability, less any other fees outstanding to SAE UK, and the administrative charge of £150.

**8.7** Where a Student has enrolled on the Programme but is no longer undertaking study with SAE UK, and where attempts to formalise the Student's withdrawal have been unsuccessful, this is an unapproved cessation of studies. If the cancellation period has ended, then the Student will not be entitled to any refund as SAE UK will be unable to recoup its loss.

## 9. Liability

**9.1** Nothing in this agreement shall exclude or limit in any way SAE UK's liability:

9.1.1 for death or personal injury caused by SAE UK's negligence.

9.1.2 for fraud or fraudulent misrepresentation; or

9.1.3 which cannot be excluded or limited under the laws relating to discrimination, occupier's liability or health and safety.

**9.2** Subject to terms 9.1, if SAE UK fails to comply with the terms of the Contract:

9.2.1 SAE UK's total liability for loss or damage the Applicant/Student suffered as a foreseeable result of SAE UK's failure to provide the Programme, either at all or to a reasonable standard or in accordance with any pre-contract information provided to the Student/Applicant, shall not exceed the total Tuition Fees payable to SAE UK and any reasonable costs already incurred by the Student directly relating to the programme;

9.2.2 SAE UK shall not be liable for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is obvious that it will happen or if, at the time the Contract between SAE UK and the Student was made, both the Student and SAE UK knew it might happen.

**9.3** Where the Applicant/Student is an International Applicant/Student and SAE UK loses its ability to sponsor International Students (or the licence is restricted or downgraded or its CAS allocation reduced, meaning SAE UK cannot provide its tuition services to International Students), SAE UK's liability to such Applicant/Student shall be limited to refunding all Tuition Fees paid to SAE UK for the academic year in which SAE UK loses its sponsor licence and any reasonable costs already incurred by the Applicant/Student directly related to the Programme for that academic year.

**9.4** SAE UK accepts no responsibility for any miscommunication that may arise where the Student/Applicant (as applicable) has provided incorrect or out of date contact details or has not kept his or her contact details up to date. It is the Student/Applicant's (or parent/guardian's if the Student/Applicant is under 18 years of age) responsibility, to provide and confirm, when asked to do so, correct contact details (and to keep those contact details up to date) for communication purposes. SAE UK reserves the right to correct any such details or omissions.

## **10. Events Outside SAE UK's Control**

**10.1** SAE UK will not be liable or responsible for any failure to perform, or delay in performing, any of SAE UK's obligations under the Contract caused by an event outside SAE UK's reasonable control ("Event Outside SAE UK's Control"), including: (i) terrorist attacks or security threats; (ii) industrial action by SAE UK staff or third parties; (iii) damage or interruption to buildings, facilities, or equipment; (iv) fire or flood; (v) severe weather conditions; (vi) civil disorder; (vii) changes in applicable laws, regulations, actions or delays by any government authority; or (viii) refusals by any such authority to grant any necessary licence.

**10.2** SAE UK's obligations under the Contract will be suspended for the period that the Event Outside SAE UK's Control continues, and the time to perform these obligations shall be extended for the duration of that period. SAE UK will take reasonable steps to find a solution by which SAE UK's obligations under the Contract can be performed despite the Event Outside SAE UK's Control. If the period of delay or non- performance continues for four weeks, either the Student or SAE UK may terminate the Contract immediately by giving written notice to the other party, without liability.

## **11. Withdrawal by SAE UK**

**11.1** SAE UK may withdraw the Student from the Programme and terminate the Contract immediately by notice in writing if:

11.1.1 SAE UK decide that the Student may not continue as a Student due to a breach of the Student Code of Conduct and/or Student Handbook.

11.1.2 the Student fails to meet the progression criteria detailed in term 6.13.

11.1.3 the Student's behaviour represents a serious risk to the safety, health and/or welfare of themselves or others; or

11.1.4 the Student commits a material breach of the terms of the Contract, where such breach is irremediable or (if such breach is remediable) the Student fails to remedy that breach within a period of 30 days after being notified in writing to do so. In such cases SAE UK will provide a refund of tuition fees paid to SAE UK for future terms, and other fees paid less the administration charge of £150 (set out in term 8.2) and any costs incurred by SAE UK.

## 12. Intellectual Property

**12.1** The copyright, design right and all other intellectual property rights in any Programme materials and other documents or items that SAE UK prepares or provides in connection with any Programme taught by SAE UK will belong to SAE UK, or our licensors, absolutely.

**12.2** The Student may not use the materials, documents or other items detailed in term 12.1 for any commercial purpose.

## 13. Use of student work for promotional purposes

**13.1** SAE UK have the right to use any work made by Students as part of their Programme of study for promotional / marketing purposes. The SAE UK marketing team will make reasonable efforts to seek prior approval from the originating student

## 14. Notices

**14.1** Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered, as follows:

14.1.1 by hand;

14.1.2 by pre-paid first-class post or other next working day delivery service; or

14.1.3 sent by email;

**Student:** the correspondence address and/or email address provided in the Student's application form (or any other address the Student notifies to SAE UK).

**14.2** Any notice or communication shall be deemed to have been received:

14.2.1 if delivered by hand or sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting or at the time recorded by the delivery service; or

14.2.2 if sent by email, at 9.00 am on the next business day after the time of transmission unless a notification of non-delivery is received by the sender.

**14.3** This term does not apply to the service of any proceedings or other documents in any legal action.

## 15. General

**15.1** If any court or competent authority decides that any of the terms of the Contract are invalid, unlawful or unenforceable to any extent, such term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

**15.2** If SAE UK does not insist immediately that the Student do anything he or she is required to do under the terms of the Contract, or if SAE UK delays in taking steps against the Student in respect of the Student breaking the Contract, that will not mean that the



Student does not have to do those things and it will not prevent SAE UK taking steps against the Student at a later date.

**15.3** A person who is not party to the Contract (including any person who is responsible in whole or part for the Student's Tuition Fees) shall not have any rights under or in connection with it.

**15.4** Subject to terms 6.8 - 6.15, no variation of the Contract shall be effective unless it is in writing and signed by the Student and SAE UK.

#### 16. Governing Law and Jurisdiction

**16.1** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

**16.2** Each party irrevocably agrees that the courts of England, Wales and Scotland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.