

**MALVERN HE PARTNERSHIPS LIMITED**  
**STUDENT TERMS AND CONDITIONS FOR THE PROVISION OF EDUCATIONAL SERVICES**  
**For Academic Year 2024 - 2025**

**1. IMPORTANT INFORMATION**

- 1.1 This contract relates to the provision of educational services by Malvern HE Partnerships Limited (company number 15675719) to its students.
- 1.1.1 Registered address: 3rd Floor 1 Ashley Road, Altrincham, Cheshire, United Kingdom, WA14 2DT.
- 1.1.2 The head office address is: 200 Pentonville Road, London, N1 9JP
- 1.1.3 Telephone number: 0207 520 0470.
- 1.1.4 Email address: [infomalvernhe@malvernplc.com](mailto:infomalvernhe@malvernplc.com)
- 1.2 Any reference to “MHEP”, “us”, “we” or “our” throughout these Student Terms and Conditions refers to Malvern HE Partnerships Limited. Any reference to “you” or “your” throughout these Student Terms and Conditions refers to you, the student.

**2. ABOUT THESE TERMS AND CONDITIONS**

- 2.1 These Terms and Conditions contain important information about **your** contract with **MHEP** including:
- 2.1.1 The basis upon which **we** will deliver **your** course (“Your Course”);
- 2.1.2 **Our** legal obligations to **you**;
- 2.1.3 **Your** legal obligations to **us**;
- 2.1.4 What **your** relationship is with **us**;
- 2.1.5 When **we** are permitted to make changes to the contract; and
- 2.1.6 When either **you** or **we** may terminate this contract .
- 2.2 Before accepting these Terms and Conditions, **you** should take time to read them carefully and to understand them. If there is any part of these Terms and Conditions that **you** do not understand, please ensure that **you** ask a legal advisor to support **you**. **You** can also contact **our** student support team ([infomalvernhe@malvernplc.com](mailto:infomalvernhe@malvernplc.com)) if **you** have questions about any of these terms and conditions.
- 2.3 For applications on a standalone Confirmation of Acceptance of Studies (CAS) route these terms apply to the pathway programme only. For applications on a integrated Confirmation of Acceptance of Studies (CAS) route a student is agreeing to both theses terms and those of the University Partner. The University partner terms and conditions will be provided as part of the offer.
- 2.4 **Your** attention is particularly drawn to sections which include **important information** about:
- 2.4.1 **Our** rights to change this contract;

2.4.2 **Our** liability to **you**;

2.4.3 **Our** rights to terminate the contract; and

2.4.4 Information about **your** relationship with the International Study Centre and the University Partner, who validates all delivered programmes.

### 3. THE AWARDING BODY FOR YOUR COURSE

3.1 All courses Foundation Courses, Pre-Masters and International Year One Courses are delivered by the International Study Centre operated by Malvern International and validated by the University. Awards for each Course are awards of the University.

### 4. OUR CONTRACT WITH YOU

4.1 The Contract between **you** and **MHEP** comprises the following:

4.1.1 these Terms and Conditions, which contain general details;

4.1.2 **our** Offer Letter ("the Offer Letter") to **you**, which contains details specific to **you**;

### 5. APPLICATION AND CONFIRMATION

To apply for a course at MHEP, you must complete and submit an application form as instructed. All information provided must be accurate and complete.

If your application is accepted, you will receive a written offer.

5.1 **Our** Offer Letter sets out details of the offer of **your** place on a course of study with **us** and will outline the details of your progression course for those on an integrated CAS. It contains important information about:

5.1.1 the course, tuition, and other related services with which **you** will be provided ("the Services");

5.1.2 the fees payable by **you** for the duration of the course ("the Fees");

5.1.3 the registration fee; a non-refundable registration fee;

5.1.4 any required Additional Charges applicable during your course;

5.1.5 the duration of the contract; and

5.1.6 any specific, course-related conditions that will apply to **your** contract.

5.2 If **you** do not meet or continue to meet the conditions set out in the Offer Letter and/or in these Terms and Conditions, **we** may end this Contract as set out in section 9.

#### Commencement and duration of this contract

5.3 **Our** Offer Letter represents our commitment to enter into this Contract with **you** and will outline a deadline by which **you** should respond to it.

5.4 A legally binding contract incorporating these Terms and Conditions will come into existence between **you** and **us** when **you** have returned **your** Acceptance Form to **us** and paid **your** deposit ("Acceptance"). If **you** do these two things on different dates, the later of the two dates will be the date of commencement of this contract.

- 5.5 If **you** do not accept **our** offer by the deadline notified to **you** in the Offer Letter, **we** may withdraw the offer, and offer **your** place to another student.
- 5.6 This contract will remain in effect until the sooner of:
  - 5.6.1 The end of your course;
  - 5.6.2 **Your** cancellation of **your** acceptance of this contract;
  - 5.6.3 **Your** termination of this contract; or
  - 5.6.4 **Our** termination of this contract.

## 6. FEES & PAYMENT

- 6.1.1 **Your** Offer Letter will contain details of all Tuition Fees and Additional Charge payable by you under the Contract, and when and how you are required to make payments.
- 6.1.2 Current fees for your Course are detailed in Your Offer Letter. MHEP and the University Partner reserves the right to review its fees on an annual basis, taking into account UK inflation rates and other costs of providing the Courses. We will inform you of the Tuition Fees for the next academic year at least 30 days prior to the start of that year.
- 6.1.3 We may, at **our** discretion, agree that **you** may pay Tuition Fees in instalments. If **we** agree to payment by instalments, **you** must make payment in accordance with the agreed instalment plan. Any such payment plan must be agreed **before you enrol**.
- 6.1.4 All monies payable by you are set out in the Invoice and are required to be paid not later than eight (8) weeks prior to the published Course start date, as advised in your offer, or by the dates specified in your instalment plan.
- 6.1.5 Prior to enrolment with us, and before you will be issued with a Confirmation of Acceptance for Studies ("CAS, you will need to pay any applicable advance fee(s) (**the "Initial Payment(s)". Please note that certain territories may be deemed high-risk by UK Visas and Immigration ("UKVI") for visa issuance purposes. If you are a national of a territory that may be considered high-risk, you may be required to pay a higher amount in respect of your Initial Payment(s). All CAS are issued by the University Partner and issuance of the CAS is at their discretion.**
- 6.1.6 Fees may vary should you choose to defer, extend or change your studies. **References to fees in these terms and conditions are to fees payable to the International Study Centre only and, where applicable, includes any fees due under an instalment plan. Any further year(s) of study with a UK university will incur additional fees set by, and payable to, the applicable UK university. We reserve the right to make changes to the amount of fees due should changes to your study plan be made.**
- 6.1.7 In addition to the Initial Payments (as applicable), there may be other costs associated with your Course including course materials, field trips and miscellaneous expenses.
- 6.1.8 You will be required to pay a registration fee of £200 which will be invoiced at the time of booking your course. This is a non-refundable payment deposit.
- 6.1.9 We reserve the right to charge VAT on tuition fees as appropriate due to a change in circumstance, for example due to a change in law.
- 6.1.10 Where any fees are not paid by the payment due date stated on the Invoice, interest may be charged on any outstanding fees at the rate of 2.5% above the base rate of HSBC Bank Plc per month from the payment due date until the date payment is received by us. We reserve the right to Terminate your place on the Course if you do not pay any

fee(s) required by the specified due date. We further reserve the right to withhold any academic certificate and/or awards if any tuition fee(s) remain outstanding at the end of your Course.

## 7. DEFERRAL, CANCELLATION AND REFUNDS

- 7.1.1 You may request to defer your Course commencement date by emailing [pathways@malvernplc.com](mailto:pathways@malvernplc.com). All deferral requests are subject to our approval.
- 7.1.2 You have a right to Cancel your place and receive a full refund of any amounts paid by emailing [pathways@malvernplc.com](mailto:pathways@malvernplc.com) **within 14 days of the date you accept your offer (the "Cooling- Off Period")**. Please note, if you defer your initial offer of a place after the Cooling-Off Period has expired you will NOT be able to Cancel your deferred place at a later date, to take advantage of a full refund.
- 7.1.3 Students who Cancel after the end of the Cooling-Off Period, but prior to the Course commencement date, may be liable to pay a pro-rated proportion of fees and/or Cancellation charges as detailed in the Our Pre-Arrival cancellation and refund policy found at appendix 2.
- 7.1.4 Students who Cancel or Withdraw from their place on the Course and believe they are due a refund, must complete the REFUND FORM, which can be requested from admissions by emailing [pathways@malvernplc.com](mailto:pathways@malvernplc.com) and returning the completed form to the same email address.
- 7.1.5 Our Pre-Arrival cancellation and refund policy and our Post-Arrival cancellation and refund policy is located in appendix 2. **Please be aware of the fact that your Initial Payment(s) will not be refunded if your visa application is rejected due to suspected fraud or omission by you.**
- 7.1.6 Refunds will only be made to the same card/bank account of the individual from whom MHEP received the original payment. Refunds will be made within 30 days of receiving the completed documentation and on approval of any supplementary evidence.
- 7.1.7 All fees that are being paid by bank transfer will only be refunded to the original payee account. If the original payment was made in foreign currency, the refund will be made in pounds sterling. Proof of payment such as a receipt or a bank statement showing payment from that account must be produced for a refund to take place. Failure to do so may delay the refund or prevent it altogether.
- 7.1.8 **If MHEP reasonably suspects any fraudulent, deceptive, or misrepresentative behaviour by you or anyone on your behalf, MHEP reserves the right to Terminate your place on the Course and no refund of any fees paid shall be due in such circumstances.**
- 7.1.9 **Furthermore, if you arrive into the UK on a Student visa and then either claim asylum or apply to switch your immigration or visa status, you will not be issued a refund of any tuition or other fees paid.**

## 8. CAS

- 8.1 You are solely responsible for ensuring you fully comply with the immigration laws of the UK and the conditions of your visa when entering the UK for your Course. If your visa is refused, you must notify Malvern's central admissions team directly by emailing [pathways@malvernplc.com](mailto:pathways@malvernplc.com) no later than **10 days** after the date the visa refusal decision was made, as indicated on the refusal notification document, and provide a copy of your official visa rejection letter.
- 8.2 In the event the International Study Centre or the University partner reasonably suspects fraudulent activity in relation to any application submitted, we reserve the right to withdraw any offer which has already been made and report its suspicion to the UKVI. Details of immigration responsibilities can be found on the UKVI website.

- 8.3 If you require a CAS to study in the UK, this will be issued provided that:
- i. Your offer is unconditional save for obtaining a valid visa; and
  - ii. You have paid all fees due ; and
  - iii. You have passed any pre-CAS checks, if required.
- 8.4 Your place on the Course at the International Study Centre may be Terminated by the University if you fail to comply with the conditions of your visa, (including failure to meet the minimum attendance requirements) and/or you cannot demonstrate your entitlement to study in the UK.
- 8.5 We also reserve the right not to request the issuance of a further CAS if, in our reasonable opinion, the risk of rejection is too high. As stated above, the issuance of a CAS is subject to you meeting certain criteria including, but not limited to, your financial status and, in some cases, a satisfactory interview.
- 8.6 The University partner is required to report to the UKVI certain instances of non-attendance, period(s) of absence, change of course, discontinuation of study, early completion, and/or work placement details for student visa holders. You are required to notify the International Study Centre student services team of any changes to your circumstances as soon as possible.

## 9. OUR OBLIGATIONS UNDER THIS CONTRACT

- 8.1 Throughout **your** studies with **us**, **we** will provide you with:
- 9.1.1 teaching,
  - 9.1.2 assessments,
  - 9.1.3 learning support,
  - 9.1.4 pastoral support, and
  - 9.1.5 other educational support services;
- 9.2 **We** will provide these services to **you** with care and skill; and
- 9.3 **We** will notify **you** as soon possible if it becomes apparent to **us** that any changes to this contract are required.

## 10. OUR LIABILITY TO YOU

- 10.1 If **we** fail to comply with this Contract, **we** are responsible for any loss or damage that **you** suffer that is a foreseeable result of **our** breach of this Contract or of **our** negligence. Loss or damage is foreseeable if they are an obvious consequence of **our** breach or if they are contemplated by **you and us** at the time **we** entered into this Contract.
- 10.2 **We** cannot accept responsibility and **we** will not be liable to **you** for:
- 10.2.1 any loss or damage that is not foreseeable;
  - 10.2.2 any damage to **your** property (including to vehicles and bicycles parked on campus or at other parking locations as designated by **us** and to personal equipment such as mobiles, tablets and laptops) unless caused by **our** negligence;
  - 10.2.3 personal injury or death except in so far as it is caused by **our** negligence;

- 10.2.4 loss of income or profit, however arising; or
- 10.2.5 any failure to perform, or delay in performance of, any of **our** obligations under this Contract that is caused by an “Event Outside Our Control” (as defined in section 11.2 below).
- 10.3 **We** do not exclude or limit in any way **our** liability for:
  - 10.3.1 death or personal injury caused by **our** negligence or the negligence of **our** employees, agents or subcontractors;
  - 10.3.2 fraud or fraudulent misrepresentation; or
  - 10.3.3 any other matter which **we** are not permitted to exclude or limit our liability by law.

## 11. YOUR OBLIGATIONS UNDER THIS CONTRACT

- 11.1 Throughout **your** studies with **us**, **you** will:
- 11.2 ensure that all information **you** provide to **us** (or that may be provided on **your** behalf) is and remains true, accurate, complete and not misleading, and that **you** notify **us** promptly of any changes by contacting [infomalvernhe@malvernplc.com](mailto:infomalvernhe@malvernplc.com) or by informing **your** Head of Student Services;
- 11.3 meet any specific conditions set out in **your** Offer Letter (including submission of a disqualification disclosure and DBS check, where relevant, and any insurance requirements);
- 11.4 pay Tuition Fees and any required additional costs when due;
- 11.5 ensure that you read, understand and comply with the regulations, policies and procedures listed in the student handbook. **Criminal Offences whilst You are Enrolled at MHEP**
- 11.6 **You** must disclose to **MHEP** if **you** are convicted of “relevant criminal offences “at any time whilst **you** are a student at **MHEP**. Details of what amounts to a “relevant criminal offence” differs for students involved on teaching, health and clinical programmes (for example, medicine, pharmacy and nursing). Please see your Offer Letter and our Admissions Policy for specific details of these requirements.
- 11.7 There may be programmes that required further documentation such as an overseas police check and/or a interview which forms part of the admissions processes. These will be indicated within your offer.

### ACCOMMODATION COSTS

- 11.8 If you are offered accommodation for your studies by Malvern House or the University Partner, such accommodation services are provided by separate contract. Full details of any accommodation costs, including amounts payable and related payment schedule, are set out in an Accommodation Offer Letter and the terms and conditions of the provision of accommodation by Malvern House to You will be set out in the Accommodation Offer Letter and Accommodation Contract.
- 11.9 If you are offered accommodation for your studies by Malvern House, such accommodation services are provided by separate contract. Full details of any accommodation costs, including amounts payable and related payment schedule, are set out in an Accommodation Offer Letter and the terms and conditions of the provision of accommodation by Malvern House to You will be set out in the Accommodation Offer Letter and Accommodation Contract.
- 11.10 **If you accept accommodation with a third-party provider, the terms and conditions of that provider will apply.**

### STUDENTS WHO ARE UNDER 18

**Under UK law, anyone under the age of 18 is considered to be a child. This means that MHEP has a special duty of care to students under the age of 18. Parents also continue to have a legal responsibility, even if they are not living in the UK.**

- 11.11 MHEP Centres are not able to take on the usual rights, responsibilities and authority that parents have in relation to their child, and will not act in *loco parentis* for students who are under 18. The parents or guardians of any student under the age of 18 retain the usual rights, responsibilities and authority that they have in relation to their child. MHEP will therefore require the parent/guardian to sign and return a Parent Consent Form before their child can enrol onto an MHEP programme.
- 11.12 The Parent Consent Form also authorises nominated International Study Centre staff to take action in the case of an emergency. This form will also request medical information. This form will be included with the offer letter and must be completed and returned to us with the acceptance form. Failure to return this forms could result in a CAS not being issued.
- 11.13 In addition to the parent/guardian details of who normally looks after the student, MHEP will also require that the student provides details of a guardian based in the UK, in addition to living with someone over the age of 21 whilst in the UK, if the following statements apply:
  - 1. The student intends to stay in privately rented accommodation in the UK (i.e. accommodation not sold to them via MHEP or MHEP's partners during the admissions process); and
  - 2. The student is under the age of 18 when enrolling at an MHEP Centre; and
  - 3. The student's parents live outside of the UK

Details of guardianships are available on request from MHEP. The student's parent/guardian should look for a guardianship agency which is a member of AEGIS (see: <https://aegisuk.net/>).

- 11.14 Whilst MHEP will
- 11.15 In the case of students under 18, any reference in these terms and conditions to the liability of students shall also mean the liability of the parents or guardian of the student and such liability is joint and several, which means that we can recover any losses, overdue fees or any other costs that we are entitled to recover under these terms and conditions from the student or the parents/guardians.

## 12. OUR RIGHT TO MAKE CHANGES TO THE CONTRACT AND TO THE SERVICES OFFERED

- 12.1 MHEP is committed to providing **you** with the advertised educational services that **you** expect to receive when **you** study with **us**. However, where the circumstances surrounding provision alter, it is not always possible to fulfil these services without making changes.
- 12.2 This section describes the circumstances when it may become necessary for **us** to make changes to **our** services offered under this contract, how that may impact this contract, and how **we** will engage with **you** if **we** need to make those changes.
- 12.3 The possible changes that could be made to this Contract might be:

### 12.3.1 Minor changes

These are changes that (following our assessment) are necessary and will not negatively impact **you**, or this contract, or materially change how **our** Services (e.g. teaching, courses, and related services and facilities) are provided to **you**. The causes and impacts of these types of changes, and how we will notify you about them are set out at section **10.6** below.



### 12.3.2 Major changes

These are changes that (following our assessment) will have a more significant impact on our Contract, including how the Services (e.g. teaching, courses, and related services and facilities) are provided to **you**, and which may lead to the discontinuance of a course, or the changing of a course's location or provider. The causes and impacts of these types of changes, and how we will engage with you about them are set out at section **11.2** below.

#### Changes made before you enter a Contract with us

- 12.4 If, before we send you an Offer Letter, there is any change to the information published or given to **you** while **you** were researching MHEP, or **our** Services and courses, and making a decisions on where to apply, **we** will highlight details of those changes to **you** in **our** Offer Letter.
- 12.5 By accepting **our** offer after **we** have explained the changes that have been made, in **our** Offer Letter to you, **you** will be confirming **your** acceptance of those changes.

#### Changes made after you have entered into a Contract with us

- 12.6 The nature of the change required will impact how we engage with you to confirm the changes to be made. **We** will use different approaches for minor and major changes, as set out below:

##### 1. Minor changes

- 12.7 Examples of changes that are necessary, and which are unlikely to negatively impact **you**, or this Contract, or materially change how **our** Services are provided to **you** are described in the table below:
  - 12.7.1 Changes in sector practice and/or guidance and/or funding arrangements;
  - 12.7.2 Changes in the law and/or a decision of a competent court or similar body and/or changes which **We** are required to make by a regulator, professional, statutory or regulatory body;
  - 12.7.3 External requirements such as governmental, statutory and/or regulatory requirements, policy, measures, controls, guidance and/or directions (including, without limitation, as a result of pandemic restrictions and/or health and safety concerns);
  - 12.7.4 Changes made and/or required by an accrediting body, collaborative partner and/or placement provider;
  - 12.7.5 Changes imposed on us by the Awarding Body;
  - 12.7.6 Implementation of technical adjustments and/or improvements, for example: to reflect developments in academic teaching, research and/or professional standards/requirements;
  - 12.7.7 External examiner feedback received as a result of our assessment processes and/or results from our regular student feedback sessions.
- 12.8 The possible impacts of these minor changes to the Contract or the Services **we** offer could be:
  - 12.8.1 Minor changes to the timetable for delivery of **your** course;
  - 12.8.2 Minor changes to the number of classes/lectures and other teaching activity and assessment relating to the course;



- 12.8.3 Minor variations to the content and syllabus of the course;
- 12.8.4 Minor changes to the location of **your** course teaching facilities;
- 12.8.5 Minor changes to the specification of Your course teaching facilities;
- 12.8.6 Additions and/or withdrawals of modules on Your course, or a change in the order in which the are delivered;
- 12.8.7 Changes to reading lists to ensure the course remains as up-to-date as possible;
- 12.8.8 Minor changes to the way that a course is delivered, taught, supervised and/or assessed (for example, We may make minor changes to the method of delivery and/or assessment to or from online and/or change the percentage of online and in-person delivery);
- 12.8.9 Procedural changes to our regulations.

#### [Communicating Minor Changes](#)

- 13. If a minor change is required to this Contract, **we** will take all possible steps to notify affected students and minimise any disruption to their studies. If **you** are affected, **we** will contact **you** by email and confirm where information about the changes can be found (for example, on our Website and on our mobile application).

#### **2. Major changes**

- 13.1 Changes that (following our assessment) are likely to have a more significant impact on our Contract, including how the Services (e.g. teaching, courses, and related services and facilities) are provided to **you**, and which may lead to the discontinuance of a course, or the changing of a course's location or provider are like to be caused by events that MHEP cannot foresee or influence, and which are considered to be events outside our control "Events Outside Our Control". These are described more fully in section **11.2** below.

#### [Events outside our control](#)

- 13.2 An Event Outside Our Control is any act or event beyond **our** control including, without limitation:
  - 13.2.1 strikes, lock-outs or other industrial action by third parties outside of MHEP's influence;
  - 13.2.2 any control, law, direction or measure imposed, administered or issued by any governmental, statutory or regulatory body relating to the control of disease, closure of businesses or premises, or control of movement of people, goods or services or a restriction on transfer of any of the same imposed or administered as a response to an outbreak of disease or as a means of preventing the significant transmission of a disease;
  - 13.2.3 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, pandemic and/or epidemic (or similar infectious disease where **we** have health and safety concerns regarding the provision of courses and Services to **you** and/or our other students and/or staff) or other natural disaster or "act of god", or failure of public or private telecommunications networks; and/or
  - 13.2.4 a change in law which means **we** are no longer legally allowed to provide services to **you**.

#### [Communicating Major Changes](#)

- 13.3 Should an Event Outside Our Control interfere with **our** ability to deliver **your** Course, **we** will endeavour as far as possible to minimise the disruption and detriment caused to **you** :
  - 13.3.1 **we** will contact **you** as soon as possible to notify **you**;

- 13.3.2 **we** may make changes to this Contract, including, but not limited to, the methods by which the course, Services (including pastoral support) are delivered and/or assessed, as provided for under section 0 above;
- 13.3.3 if it becomes appropriate, **our** obligations under these Terms and Conditions may will be temporarily suspended and **our** commitment to the performance of **our** obligations will be extended for the duration of the Event Outside Our Control;
- 13.3.4 **we** may need to cancel **your** course (See section 11.6 below).
- 13.4 Please see **our** Student Protection Plan for more detail on **our** approach for protecting your studies.
- 13.5 Where major changes are made by **us** to this Contract as a result of Events Outside Our Control that cause **you** loss or detriment, and **you** do not agree with the changes made, **you** may cancel this Contract without penalty.

#### Course Closure

- 13.6 On very rare occasions, we may be required to withdraw a course and terminate the Contract with **you**. In these circumstances, **we** will take the following steps:
  - 13.6.1 to notify you as soon as possible;
  - 13.6.2 offer **you** a place on an alternative course at **MHEP** (subject to place and/or course availability and admission requirements);
  - 13.6.3 (at **your** request) assist **you** to join another course at another provider. Recognising this as a last-resort option to protect the continuation of your studies, **MHEP** is committed to minimising the disruption arising. If such a move is necessary, **you** will may cancel this Contract, in writing, and will be entitled to a refund of any Fees which **you** have paid to **us** or costs you have suffered, so that you may withdraw from our register and enrol with another provider without suffering financial detriment.

#### **14. TERMINATION OF THE CONTRACT BY US**

- 14.1 We may terminate this Contract with **you**; giving **you** notice as appropriate to the relevant policy or procedure involved as a result of:
  - 14.1.1 **us** becoming aware that information **you** have provided to **us** concerning **your** identity or qualification is untrue, inaccurate, incomplete and/or misleading and/or at any point becomes untrue, inaccurate, incomplete and/or misleading;
  - 14.1.2 **you** failing to meet the requirements of the UK visa and immigration service as part of your application to study in the UK.
  - 14.1.3 **you** failing to materially comply with **your** obligations under this Contract;
  - 14.1.4 **you** failing to comply with requests for information, to make declarations and/or to meet specific requirements of **your** Course and/or conditions as specified in the Offer Letter;
  - 14.1.5 **your** circumstances changing so that **you** no longer have permission to remain in the UK;
  - 14.1.6 **you** developing a health condition that prevents **you** from meeting the occupational health requirements of **your** Course;
  - 14.1.7 **you** failing to meet the requirements to register for **your** Course (for example, passing a DBS check);
  - 14.1.8 material breach by **you** of **our** regulations, policies, procedures and/or codes;

14.1.9 **you** failing to meet the required standard performance of Your Course as prescribed by academic and professional suitability requirements;

14.1.10 if **you** do not pay **your** Tuition Fees by the specified due date for payment, and where **you** fail to make good **your** debt following the period specified within **our** debt recovery policies. This includes where **you** have an agreement with a third party (e.g. a sponsor) for them to pay **your** Fees on **your** behalf;

14.1.11 where **you** engage in any activity or otherwise act in a manner that brings **us** into disrepute; or

14.1.12 **you** do not comply with the requirements of **your** visa to study in the UK.

## 15. TERMINATION OF THE CONTRACT BY YOU

13.1 **You** have the right to terminate this Contract in the following circumstances:

15.1.1 at any time without reason; and

15.1.2 where **we** make a **major** change to the Contract that **you** do not agree with; and

15.2 To cancel **your** Contract, **you** must inform us of **your** decision to MHEP, Malvern House London, 200 Pentonville Road, London N1 9JP; or

15.2.1 by sending an email to [pathways@malvernplc.com](mailto:pathways@malvernplc.com).

15.3 **You** may use the model cancellation form at Appendix 1 to notify **us** of **your** decision to cancel by letter or email if **you** wish (but **you** are not required to use this form).

## 16. COMPLAINTS

16.1 **Both MHEP and the niversity partner** operate a complaint procedure and policy.

16.2 **You** may also refer **your** complaint to the Academic Director, MHEP Programmes

16.3 If **you** have any queries about **your** Contract, You should contact [infomalvernhe@malvernplc.com](mailto:infomalvernhe@malvernplc.com)

## 17. INSURANCE

17.1 **We** require that international students have adequate health, accident and travel insurance while attending **MHEP**.

17.2 **MHEP** require proof of insurance prior to CAS issuance for international students and prior to arrival and registration for domestic students.

17.3 If **you** are not insured, **you** may not attend class until proof of insurance is available and **you** will not be compensated for any fees incurred due to the delay or deferment to **your** chosen course as a result of **you** not having adequate insurance.

## 18. HOW WE USE YOUR PERSONAL DATA, AND YOUR OBLIGATIONS

18.1 **MHEP's** Data Protection Policy explains what data **we** might hold about **you**, how **we** use it, who **we** might share it with and the reasons for doing that. The Data Protection Policy can be accessed here: *Link to be inserted when policy is live*

- 18.2 If, through the course of **your** studies, **you** become involved in dealing with other peoples' personal data (for example in some research projects, or in the course of a work placement at a hospital) **you** must ensure that **you** abide by the requirements of data protection law (which contains requirements about security of personal data, and how such data is used and shared).

## 19. OTHER IMPORTANT TERMS

- 19.1 **We** may transfer **our** rights and obligations under the Contract to another organisation, and **we** will always notify **you** in writing if this happens, but this will not affect **your** rights or **our** obligations under the Contract.
- 19.2 This Contract is between **you** and **us**. No other person shall have any rights to enforce any of its terms.
- 19.3 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 19.4 If **we** fail to insist that **you** perform any of **your** obligations under these terms, or if **we** do not enforce **our** rights against **you**, or if **we** delay in doing so, that will not mean that **we** have waived **our** rights against **you** and will not mean that **you** do not have to comply with those obligations.
- 19.5 This contract is governed by English law. **You** and **we** both agree to submit to the non-exclusive jurisdiction of the English courts.

## Appendix 1

### Cancellation Form

**To:** Academic Director, MHEP Programmes

I hereby give notice that I cancel my contract for the supply of services on the [COURSE TITLE] at  
Malvern HE Partnerships Ltd.

**Offer letter dated:** [INSERT DATE OF OFFER LETTER]

**Name of student:** [INSERT YOUR NAME]

**Signature of student:**

**Date of signature:**



## Appendix 2 – Pre-Arrival and Post-Arrival Cancellation and Refund Terms 2024 - 2025

The below table sets out both our Pre-Arrival and Post-Arrival cancellation and refund terms.

Pre-Arrival cancellation and refund terms				
Reason	Administration fee	Tuition fee deposit payment	Additional fees	Insurance fee
<b>Student at fault</b>				
Visa refusal	No	No	Yes	Yes
Failure to meet enrolment conditions	No	No	Yes	No
<b>Malvern / University at fault</b>				
Processing error	Yes	Yes	Yes	Yes
Where a programme is change by Malvern and it is not acceptable to the student	Yes	Yes	Yes	Yes
<b>No fault of the student or Malvern / University</b>				
Visa refusal	No	Yes	Yes	Yes
Student can't achieve the entry requirement for their course of their CAS	No	Yes	Yes	Yes
Post-Arrival cancellation and refund terms				
Reason	Administration fee	Tuition fee deposit payment	Additional fees	Insurance fee
<b>Student at fault</b>				
The student cancels / withdraws to enrol at a new UK institution	No	Any tuition fee deposit is retained. Where deposit is less than full fee, the fee for the current and next term will be charged		No
The student withdraws, is expelled, or fails to attend	No	Any tuition fee deposit is retained. Where deposit is less than full fee, the fee for the current and next term will be charged		No
<b>Malvern / University at fault</b>				
Where a programme is change by Malvern and it is not acceptable to the student	Yes	Yes	Yes	Yes
<b>No fault of the student or Malvern / University</b>				
The student takes an authorised interruption of study	No	Any fees relating to future terms where no teaching was received to be carried over to the new course		No
The student takes an authorised interruption of study but then subsequently withdraws	No	Any tuition fee deposit is retained. Where deposit is less than full fee, the fee for the current and next term will be charged		No
The student cancels / withdraws to return to their home country due to exceptional circumstances	No	Subject to the student's insurance policy claim		