US Collegiate Program Terms and Conditions

These terms and conditions form the basis of the contract between Institute for Experiential Education LLC (the "Institute") and students on our Collegiate Programs. By enrolling on one of our Collegiate Programs you agree that these terms and conditions, together with other policies and procedures of the Institute, will become binding on you and us. We ask that you read these terms and conditions carefully before booking your place to ensure that you understand the contents.

ELIGIBILITY

1. All applicants must be at least 18 years old by the beginning of the program and currently enrolled in an undergraduate university program with a minimum cumulative 2.5 GPA (or equivalent). For non-native English speakers, a minimum IELTS score of 6.5, TOEFL score of 85 IBT, CEFR score of B2, or DuoLingo score of 120 is required. Prospective applicants who have not yet matriculated to an undergraduate program or who are enrolled in an undergraduate university program at the time of application but will have successfully completed their undergraduate studies by the start date of their desired program can contact us by email to inquire about their eligibility.

ENROLMENT & PROGRAM FEES

2. You will not be able to start your studies until we have received, by the deadlines stated in your offer letter:
    a. your signed Enrollment Form
    b. your non-refundable deposit
    c. the full Program Fees
    d. presentation in person of your passport and valid visa documentation (where required)
3. If you elect to pay through a payment plan, you are responsible for maintaining a valid and active payment method on file and ensuring that sufficient funds are available for the Institute to process payments in accordance with the agreed payment schedule. The Institute reserves the right to cancel your enrolment if any scheduled payment is not successfully processed when due, if you fail to maintain a valid payment method on file, or if you otherwise fail to comply with the terms of the payment plan.
4. Should you fail to pay any part of your fees after receipt of a final notice from us, we reserve the right to withdraw our offer.
5. Full payment of the Program Fees must be made prior to the start date of the Program. The due dates for payment of fees mean that the Fees are received by us in full in cleared funds by such date. If payment is not received by the full fees due date, you have no right to participate in the Program.
6. Payment should be made via our approved payment provider. Our Finance Department will send you detailed instructions on how to make payments. All payments of Program Fees must be made in US dollars. Any currency conversion costs or other charges incurred in connection with the payment of Fees are to be paid in addition to the Fees. No deduction from the Fees for such costs or charges may be made.

Program Fees

7. Program Fees include Course Fees and Accommodation Fees for those choosing the accommodation option.
8. Course Fees cover all activities within the curriculum, to include lectures, seminars, practical

sessions, and site visits. Please note that optional activities with additional costs may be offered outside the curriculum.

9. Accommodation Fees cover the cost of housing for the duration of the program. Accommodation may range from a single room to multi-occupancy rooms within student residence halls, apartments, or hotels. The Collegiate Program Team will communicate accommodation specifics secured for the duration of the Program with applicants during the application process.
10. The cost of meals, travel to and from the Program, any changes in travel or accommodation plans during the Program made at the student's discretion, and all other personal expenses, are the student's responsibility.
11. Course Fees are reviewed annually; however, fees will not be amended from those advertised after you have applied for the program. Course Fees are mandatory for all students.
12. Accommodation Fees are mandatory for those who opt into the Program accommodation. In the event that Accommodation plans have to be amended in-year, the Accommodation Fees may vary dependent on the alternative arrangements available.
13. Unless indicated otherwise, Program Fees do not include any other services, including but not limited to, purchase of incidentals, health insurance or services, or other costs that might arise prior to or during the Program. Any additional charges incurred by the Institute on behalf of a student will be passed onto the student, who will be liable to reimburse the full amount incurred by the Institute, e.g. lost key cards.

Cancellation, Withdrawal, and Refund Policy

Cancellation by You During the Cooling-Off Period

14. You may cancel your contract with us for any reason in writing and within 14 days starting on the day after the date we emailed you to confirm your place on the program ("Cooling-Off Period") and at least 14 days prior to the program start date.
15. To exercize the right to cancel, you must inform us in writing before the end of the Cooling-Off Period of your decision to cancel this contract by way of a clear statement. Where the Cooling-Off Period would normally end on a day which is a Saturday, Sunday or a public holiday, the Cooling-Off Period will be extended so that it ends on our next working day.
16. We will refund any fees paid without undue delay and in any event not later than 14 days after the date on which you inform us you are cancelling this contract.
17. We will make the refund using the same means of payment as you used for the initial transaction, unless you have expressly asked us and we have agreed otherwise; in any event, you will not incur any fees as a result of the refund.

Cancellation by You (Other than During the Cooling-Off Period)

18. To withdraw from the Program for any reason after the Cooling-Off Period and prior to the Program start date, you must notify the Institute in writing via email.
19. The deposit and application fee are non-refundable.
20. Based on the date of that cancellation email, a portion of the Program Fees previously paid may be refunded, as set out in the following schedule:

Date of receipt of written cancellation notification		Percentage of program fees paid to date to be refunded (less the non-refundable deposit and application fee)
Winter Program	Summer Program	
Before October 1	Before April 15	100%
October 2 – December	April 15 – June 1	60%

15		
After December 15	After June 1	0%

Where a deadline falls on a weekend or holiday, the deadline shall be the next business day.

21. If you have opted in to the Collegiate Program accommodation provision and wish to cancel the accommodation provision but remain enrolled on the Program, you must notify the Institute in writing via email. Your Accommodation Fee may be refunded if the Institute receives your notice at least 8 weeks prior to the start of your Program.
22. If you wish to defer your enrollment, the Institute is not obliged to offer you an alternative course date, but we may do so at our discretion and subject to availability. If no such alternative offer is made, or if you reject any such alternative offer, the refund policy outlined above applies.
23. The Institute reserves the right to provide you with a refund of Program Fees under serious, unforeseen circumstances, including but not limited to serious illness or bereavement. The decision to refund Program Fees under such circumstances is at the Institute's full discretion.
24. The Institute will make any refund using the same means of payment as you used for the initial transaction, unless you have expressly asked us and we have agreed otherwise.
25. No refunds will be given for late arrivals to a Program, including those due to illness, weather, or travel delays, or for early departures from a program, once it is underway, whether voluntary or otherwise.

Involuntary Withdrawal

26. Non-attendance due to illness, or for personal or professional reasons, does not entitle any student or prospective student to a refund or deferral/transfer. We will consider such requests on a case-by-case basis at our discretion.
27. The deposit is non-refundable in all circumstances beyond the Cooling-Off Period.
28. If you are asked to leave the program as a result of disciplinary issues, non-payment of fees or non-attendance, as outlined in our policies and section "Termination Rights" below, the Institute will not refund any fees to you.

Withdrawal Due to Visa Issues – Non-US Students

29. You are responsible for ensuring that you have the appropriate visa to enable you to enter and study in the US, and the rejection of a visa application does not affect the application of these terms and conditions. The Institute recommends that all applicants check with the United States Department of State regarding their visa requirements before applying. If you are unable to obtain a visa and have supporting documentary evidence to show this, you can apply in writing to Admissions to be considered for a refund of Program Fees already paid (minus the deposit and application fee) as per the section entitled "Cancellation by You (Other than During the Cooling-Off Period)", unless:
    - You applied for a visa that does not make you eligible to study in the US on a course of study to which you booked/accepted an offer.
    - The visa was refused due to fraudulent activity on your part or if you provided incorrect information.

TERMINATION RIGHTS

30. We may terminate this contract and your application to the Institute, or registration as a student, with immediate effect in writing in any one or more of the circumstances identified below:
    - If you fail to pay your tuition fees to us by the specified due date for payment, and where you fail to make good your debt;
    - If you do not meet any of the conditions set out in our offer to you, or if you cease to

meet any of those conditions after the contract is formed;

- If you do not enroll onto your program by the relevant enrolment date;
- If it becomes apparent that the information you have provided to us during your application, or at any stage during the term of this contract, is incorrect or misleading, including by omission of material information;
- If you fail to comply with conditions associated with your immigration status;
- If your continued registration with the Institute places the Institute in breach of any of our legal obligations, including under US immigration law;
- If a decision is made to terminate your studies / registration as a student (or you are otherwise required to exit) on grounds relating to your conduct or fitness to study, for example, under the Student Code of Conduct or Fitness to Study Procedure;
- If you are in material breach of these Terms and Conditions, and/or any of the Institute's regulations, policies, procedures, or codes of conduct that form part of this contract;
- If your behavior, in our reasonable opinion, represents a significant risk to the health, safety or welfare of yourself or other students, staff or members of the Institute's community.

31. If we terminate this contract pursuant to this section, you remain liable for any outstanding tuition fees or costs owed to the Institute to the date of termination. The Institute may at our discretion refund some or all of your tuition fees. The Institute will not be liable for any loss or damage of whatever nature which you may suffer as a result of any action taken against you by the Institute to terminate the contract, including where we terminate the contract as a result of disciplinary action taken by the Institute (provided the action by the Institute is not negligent, and is taken properly in accordance with the contract and the relevant procedures).

THE PROGRAMS

32. The Institute aims to ensure that the student learning experience, as described in the Program prospectus and student handbook, is delivered and maintained at all times. In some circumstances the Institute may have to vary the method of delivery of your program, and in some cases, the syllabus may be altered or updated. In the unlikely event that the Institute discontinues your program or changes it significantly, whether before you start your program or once you have begun, we will tell you at the earliest possible opportunity. If this happens before you start your course, you may wish to withdraw your application; if you do so, the Institute will provide you with support and guidance in finding an alternative program either at or at another US university or institution and refund your deposit and any program fees that you have paid.

EVENTS OUTSIDE OF OUR CONTROL

33. The Institute will do all that it reasonably can to provide your Program as described on our website and in the Program Information or other documents issued by the Institute to you. Despite taking all reasonable steps to prevent them occurring, and to mitigate their impact, some events outside our reasonable control may mean that we are not able to provide your Program.
34. The Institute will not be liable for failure or delay, or for the consequence of any failure or delay to perform any obligations under our Contract with you if such failure, delay or the consequence of such failure or delay is caused by an act or event beyond the Institute's reasonable control ("Force Majeure Event"). Such events may include:
    - acts of God;
    - industrial action involving collective bargaining outside of the Institute;
    - national emergencies, common commotion, war, act of terrorism (including actual, suspected or threatened act of terrorism), explosion, protests, riots;

- the imposition of sanctions;
- epidemics, pandemics, quarantine, widespread illness and mandatory responses to Governmental advice (whether affecting our staff and/or students or otherwise);
- breakdown of plant or machinery;
- actions or the lack of actions of placement providers;
- actions or the lack of suppliers or subcontractors;
- staff illness or because a staff member leaves; or
- weather disruption, fire, flood or storm.

35. In the case of a Force Majeure Event, we will contact you to advise of an alternative course of action, where possible. The Institute shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations under our Contract with you and such mitigations may include, without limitation, altering timetables to reschedule postponed classes.
36. If a Force Majeure Event results in the complete inability to deliver your Program, then you will be entitled to:
    - defer your Program, if you have not yet enrolled onto your Program;
    - or terminate your Program with immediate effect by contacting the Institute by email; If you decide to terminate your Program, you may be entitled to a full or partial refund of tuition fees you have paid and/or compensation depending on the circumstances and we will act reasonably in making a determination as to whether a full or partial refund of tuition fees and/or compensation is due.

PROGRAM CHANGES, CANCELLATION AND SUSPENSION

Program Changes

37. If it reasonably considers it to be necessary, the Institute may make reasonable changes to the content, syllabus, mode of assessment, and/or timetable of your program which:
    - are not material to the overall learning outcomes of the program (for example, moving the timing of a particular module);
    - will benefit the training of you or other students (for example, enabling you or other students to benefit from additional classes with visiting professionals);
    - are caused by matters outside of our control, as set out above under 'Events Outside of Our Control'; and/or
    - are in order to comply with changes in the law or, as applicable, the instructions of any higher education regulatory body, accrediting institution, and/or professional/statutory body.
38. Where changes to be made to programs are not significant, the Institute will consult the affected students and will take all reasonable steps to notify you at the earliest opportunity, and to minimize any disruption to your studies.
39. In the unlikely event that a program is changed significantly:
    - the Institute will consult the affected students and will take all reasonable steps to notify you at the earliest opportunity, and to minimize any disruption to your studies;
    - you will be entitled to withdraw from the program by informing us of this intention in writing;
    - if you withdraw from your program, the Institute will refund course fees and deposits paid (please note that refunds may be calculated on a pro rata basis) and we will provide you with support and guidance in finding an alternative program either at the Institute or at another provider.

Program Cancellation and Suspension

40. The Institute may cancel or suspend programs if there are insufficient numbers of student enrolments to make a program viable, or for any reason outside the Institute's control. In the unlikely event that the Institute cancels or suspends your program:
    - the Institute will consult the affected students and will take all reasonable steps to notify you at the earliest opportunity, and to minimize any disruption to your studies;
    - the Institute will determine appropriate refunds of program fees and deposits paid (please note that refunds may be calculated on a pro rata basis) and;
    - we will provide you with support and guidance in finding an alternative program either at the Institute or at another US provider.

41. If a program that you are registered with is cancelled or postponed then the Institute may offer you the choice of a place on an alternative program at no additional cost in fees payable. The alternative program will be as close in time to the cancelled program as we are able to provide. You will be required to nominate your alternative choice of program within 7 days of having been notified of the change. If an alternative program is unavailable or you do not wish to accept the offer of an alternative program then the Institute will provide a full refund of your deposit and any Program Fees that you have paid.

FACE-TO-FACE INSTRUCTION

42. In the event that face-to-face teaching needs to be modified, reduced, or cancelled, due to health and safety concerns and government or other regulatory guidance and/or requirements, the Institute reserves the right to prioritize the continuity of teaching using remote online methods, with the aim of ensuring that student learning outcomes continue to be met. If this takes place, the Institute shall not be liable to students for refunds or compensation where it has delivered its obligations to students in alternative ways in such circumstances.

STUDENTS WITH DISABILITIES

43. The Institute is committed to having an inclusive environment that facilitates disclosure of disability and gives all students the opportunity to realize their full potential and undertakes to make reasonable adjustments in order to accommodate them.

44. The Institute welcomes applications from students with disabilities and learning difficulties. Should you have any particular requirements as a consequence of any disability, you should notify us in writing prior to the program start date so that any reasonable adjustments can be considered and, if appropriate, made. We reserve the right to request medical evidence of a medical complaint or disability giving rise to the requirements. All discussions and information regarding a disability or specific learning difficulty are treated in a confidential manner and in accordance with the student privacy notice.

INTERNATIONAL STUDENTS

45. You are responsible for obtaining any visas required to enable your participation in the Program. We recommend that all applicants check with the United States Department of State regarding visa requirements before applying. International students with questions about admissions and visa requirements may contact Admissions by email.

INSURANCE

46. All students are required to have adequate health, accident, disability, and hospitalization

insurance to cover themselves during their time at the Institute. Students recognize and accept that no part of the course fee goes toward payment of such insurance and that the Institute has no obligation to provide such insurance.

PROGRAM LANGUAGE

47. Unless otherwise indicated, all Programs are taught in English. If your first language is not English, you are required to be proficient in written and spoken English and be able to participate in group discussions and presentations in English. You may be asked to submit documentation with your application, demonstrating English proficiency (a minimum IELTS score of 6.5, TOEFL score of 85 IBT, CEFR score of B2, or DuoLingo score of 120). Please be advised the TOEFL iBT Special Home Edition is not accepted for credit-awarding programs. The Institute does not accept liability for any inconvenience or failure to attend if you lack the required English language proficiency.

STUDENT HANDBOOK & CODE OF CONDUCT

48. Acceptance of your offer of admission presumes an agreement to abide by the policies and follow the required procedures outlined in the Institute's Collegiate Student Handbook and our website. All students will be required to acknowledge that they have reviewed the contents of the Collegiate Student Handbook and agree to compliance during orientation.
49. If you fail to follow the Institute's Student Code of Conduct or policies, or behave in a threatening or aggressive manner, or in a way that adversely affects other students, the Institute's employees or contractors, or bring the Institute into disrepute through your actions, we reserve the right to remove you from the Program or exclude you from the Institute's premises and/or, where appropriate, any accommodation provided to you by us. In such cases, the Fees will not be refunded.
50. Students understand that should they have legal or medical problems while they are enrolled at the Institute, they will attend to the matter personally and with their own funds. They accept that the Institute will not provide any personal or financial assistance.

ACCOMMODATION

51. We have secured a limited number of housing accommodations for students participating in the Collegiate Program (for an Accommodation Fee). This accommodation is provided on a first come, first served basis, and program participants are therefore encouraged to indicate at the point of application if they wish to be provided with accommodation. If the requested accommodation is available, program participants will be billed accordingly. Accommodation if available is secured upon receipt of deposit payment.
52. If you opt in and pay the full Program Fees including Accommodation Fees for Collegiate Program accommodation, we shall provide accommodation to you whilst you are in the Program, and you agree to abide by and comply with any and all rules and regulations of that residence. You must observe all rules and regulations regarding health and safety and security and do nothing to compromise your own or other residents' safety and security. You should also behave courteously to other residents, staff, and visitors at the accommodation. Please note that it is a requirement of the accommodation to leave the room in a clean and tidy state. If you do not comply with these requirements, you may be asked to leave the accommodation, and we shall have no further obligation to provide you with such accommodation or reimburse costs.
53. The Institute does not accept any responsibility or liability in respect of any damage to or loss caused by you in breach of the relevant policies to the Institute's premises, the overnight accommodation, or other third-party premises or goods during the Program.
54. If you do not specify you are opting into the Collegiate Program accommodation provision at the time of enrolment, and do not secure the housing by completing full payment of Program Fees,

the Institute has no obligation to provide your accommodation for the duration of your program. If you wish to request housing provided by the Institute after you complete your enrolment, you may contact us by email with this request; submitting a request does not guarantee it will be successful. Should a spot in the accommodation provision be available, the Institute will notify you with a payment link for the Accommodation Fees. You must initiate the Accommodation Fee payment within 48 hours of receiving the payment link in order to secure the accommodation.

55. Students are required to abide by and comply with all Program regulations and expectations; alternative housing and its related circumstances (e.g., delays or cancellations to travel from your accommodation) do not constitute an academic mitigating circumstance. If you choose to live outside the provided accommodation, you are subject to all rules and regulations with regards to guest policies (including overnight guests) and general access.
56. Students who opt not to reside in the provided accommodation are required to provide their local address and related contact information to the Institute; additional information required for visa compliance may also be requested.

PERMISSION TO USE PHOTOGRAPHIC IMAGES

57. Please note that the Institute (as well as students of the Institute) may from time-to-time photograph or make audio or visual recordings of students or activities in which the students are engaged. By enrolling in the Program, you indicate your permission for us to do the following:
    - permission to use any photographs or audio or visual recordings of you or activities in which you are engaged that the Institute or students take in any media now known or later devised, without attribution or payment or any other consideration;
    - permission to use your first name and last initial, photograph, image, likeness, signature, voice, actions, and statements in such photographs or audio and visual recordings without payment or any other consideration; and
    - the right and ability to alter, copy, display, distribute, edit, exhibit, modify, perform, publish or create derivative works of any of the photographs or audio and visual recordings, all for the purpose of advertising, promoting, and increasing awareness of the Institute, and to inform the public about the Institute.
58. The Institute (or the student who took the photograph or made the audio or visual recording) will own all right, title and interest in the photographs or audio and visual recordings.

PERSONAL DATA

59. The Institute may use your personal information in accordance with our privacy policy.

INTELLECTUAL PROPERTY

60. As a statement of general principle, the student is the owner of any intellectual property rights they produce while a registered student of the Institute. This principle may be subject to variation in the case of collaborative or externally sponsored work, or other exceptional circumstances.
61. The Institute claims the right, in relation to students' creative work (including static/moving imagery and videos) produced at the Institute, to reproduce, without fee, artistic works for educational and promotional use, including databases, websites, social media channels, academic publications, exhibition catalogues, leaflets, prospectuses, images selected for our college walls, exemplar work of students used by module leaders for future cohorts and for promotion of our courses. For the avoidance of doubt, the copyright of such artistic works shall remain with the student and any reproduction by the Institute intended for commercial purposes will be subject to an individual license to be negotiated with the student and subject

to the Institute's revenue sharing arrangements.

62. All materials provided by the Institute in relation to the Program (and any intellectual property rights in the same) are and remain the property of the Institute or, in case of materials belonging to third parties, of the relevant third party. The Institute will obtain the necessary allowances and licenses for materials used that are not the property of the Institute. Materials include all documentation or information provided by the Institute in relation to the Program, including but not limited to information provided on the Institute's website, the Institute brochure, offer letters, course syllabi, reading materials, additional information and others.
63. Any use of any such materials and documentation other than in respect of the Program requires the prior written (including by email) approval of the Institute. Students must not use any such materials provided by the Institute for any other purposes than the ones set out in these terms and conditions. Use of the Institute's brand, name and/or logo for any reason other than in connection with the student's participation on the Program is not permitted without prior written agreement of the Institute.

ASSUMPTION OF RISK

64. The views expressed and information provided by Program providers and staff of the Institute and all Program materials provided to you during your Program are intended solely for the purpose of providing you with the services in connection with the Program. They are not intended as advice to be relied on in other contexts, for example in connection with a business that you are running or are intending to run. The Institute does not accept any liability if you do rely on such views, information, or materials for purposes other than the Program.
65. You understand and agree that program activities may involve known and unknown risks to Student and Student's property, and that the Institute cannot guarantee the safety of Student or Student's property. Any activities that Student may undertake in connection with the me will be considered to have been undertaken with Student's approval and understanding of any and all risks involved, to the Student and the Student's property, which are risks willingly assumed by Student.

LIMITATION OF LIABILITY

66. Nothing in these terms and conditions will limit or exclude the liability of the School for death or personal injury arising from our own negligence, or for fraud or fraudulent misrepresentation.
67. Otherwise, our liability to you with respect to the provision of a Program; the cancellation, postponement, or amendment of a Program; any negligence; any breach of these terms and conditions; any matters arising out of or in connection with the provision of accommodation to you; or any matters arising in any other way out of the subject-matter of these terms and conditions is limited to the total amount of fees received from or on behalf of you in respect of the Program.
68. Further, our liability to you with respect to the provision of a Program; the cancellation, postponement, or amendment of a Program; any negligence; any breach of these terms and conditions; any matters arising out of or in connection with the provision of accommodation to you; or any matters arising in any other way out of the subject-matter of these terms and conditions will not extend to (i) any indirect losses or damages, or to any loss of profits, whether direct or indirect, even if we have been advised of the possibility of those losses or if they were within our contemplation; or (ii) any costs or expenses incurred by any person or organization in connection with travel, accommodation, reservations or other arrangements.
69. We do not accept any responsibility or liability in respect of any damage to or loss of any goods, vehicles, or property of any kind brought onto or left at the School's premises, the residential accommodation, or other third-party premises during the Program, whether by you or any other

person. It is your responsibility to take good care of your personal belongings. Any goods deposited with us are deposited at your own risk and without any obligation on us. We recommend taking out insurance, as we do not provide any insurance cover to you.

COMPLAINTS

70. We aim to offer the highest levels of service during the admissions process and beyond. However, should you have a complaint regarding your Institute experience, you should follow the steps set out in the Students Complaints Procedure, which is available in the Student Handbook.

MISCELLANEOUS

71. This contract is between you and the Institute. No other party has any rights under this contract or ability to enforce any of its terms.
72. If a court finds part of this contract illegal, the rest will continue in force. 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.
73. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment but we continue to provide the Program(s), we can still require you to make the payment at a later date.
74. We may terminate your contract with us if we consider that you are in breach of any of these terms and conditions, which includes you persistently failing to comply with the Student Code of Conduct and the Institute's policies or failing to comply with them in a serious way.

GOVERNING LAW

75. This Agreement shall be construed in accordance with, and governed by, the laws of the State of New York without giving effect to conflicts of laws rules. The venue for any action arising out of this Agreement shall be New York, New York.