



**ENROLMENT TERMS AND CONDITIONS FOR STUDENTS COMMENCING STUDIES FROM
SEPTEMBER 2017**

Medipathways College

General

1. You have applied to be enrolled as a student onto your chosen course of study as listed on Schedule 1 of this Agreement (“**Course**”) to be delivered by Medipathways Ltd. (trading as Medipathways College). This document sets out the Terms and Conditions that will form an essential part of the contract between Medipathways Ltd, a company registered in England and Wales (CRN 07270142) whose registered office is at 178 Merton High Street, Wimbledon, London SW19 1AY (“**We/Us/Our/Institution**”) and (“**You/Your/Student**”(as per offer letter and as signed on last page under Signatures)). This contract, comprising the effect of these Terms and Conditions together with those further documents referred to at clause 5, under which You may be enrolled onto the Course and in accordance with which You and We will govern our rights and duties in relation to Your participation upon the Course, will be formed upon signature of this document by both You and Us and will be referred to as “this Agreement”. This Agreement comes into force in accordance with the provisions of Clause 1 with effect from the date of your signing this agreement and valid until the completion of the Course, withdrawal or termination from the course whichever is earlier in accordance with the provisions of clause 34-38.
2. We reserve the right to make reasonable changes at any time to these Terms and Conditions and/or this Agreement as We deem appropriate or necessary. Any substantial changes will be brought to your attention.
3. These Terms and Conditions will come into force from the date of signature by the Student, in either paper or electronic form. Contracts made by Distance Communication are subject to provisions of clause 47.
4. This document has 51 Clauses, including a Fees schedule and a Guarantor form. (Usually required if fees are not paid upfront).

Conditions of admission onto the Course

5. Your admission to the Course is subject to the requirement to adhere to Our Policies and procedures for registration and enrolment. You must comply with the Terms and Conditions set out in this document and the additional conditions attached to the offer letter, and with the provisions of all other rules, regulations, guidelines, academic regulations, policies, protocols, conduct, attendance policies, performance requirements and procedures. Copies of these documents are available at Medipathways office. Some of these policies are included in the Student Handbook for the current year, which will be made available to you at the start of the Course. The Handbook is your reference which governs Your studies, learning and conduct on the Course and Your use of the services provided to You by Us and takes effect in the form published by Us from time to time or otherwise notified to You from time to time. It is your responsibility to keep yourself updated on the current Student Handbook and any changes that are made by us from time to time with or without notice.
6. We may terminate Your registration on the Course if it is discovered that You have made false statements or omitted significant information in Your application to Us or otherwise You fail for any reason to comply with these Terms and Conditions and/or this Agreement in their (or its) entirety. If your registration is terminated, we have no obligation to refund any fees paid to us to date, as indicated in, and in addition to, Clause 35.
7. It is a condition of Our admitting You upon the Course that Your obligations and liabilities to Us (including but not limited to any obligation to pay to Us any fees and charges in connection with the Course and/or otherwise arising) shall be guaranteed to us in the form set out at Annexure 1, upon Our request, by an appropriate person meeting with our criteria (a “Guarantor”). You must therefore provide to Us the full name and any and all relevant contact and other details of any person proposed by You to be Your Guarantor. We will then seek to obtain the appropriate information and form of guarantee from the said person. Only when We have satisfied ourselves according to Our criteria concerning the identity and suitability of the said person and obtained from them the appropriate form of guarantee in a form

acceptable to Us will You be entitled to be admitted to the Course (or, where applicable, to remain upon the Course). If we deem that the Guarantor is unsuitable, we can request that Course fees are paid upfront.

- 7.1. We strongly recommend You to take up a suitable Insurance Policy to cover your fees and other costs (e.g. UK and Ireland Insurance Services) in case of any eventualities. You are free to choose a company that suits your needs and expectations and not essentially the cited example.
8. In the event that Your Guarantor ceases at any time in Our opinion to be a suitable person (according to our criteria) to be Your Guarantor then You will be obliged to provide Us with the full name and any / all relevant contact and other details of any person proposed by You as an alternative person to be Your Guarantor, and the terms of clause 7 shall apply in respect of such person.
9. Payment of fees as shown in Schedule 1 by You or Your Guarantor does not guarantee admission to or enrolment on the Course.

Delivery of the Course and Our other obligations

10. We will provide You with tuition, academic supervision and learning support associated with Your Course with reasonable care and skill. Specific details relating to the arrangements for Your Course, such as the daily timetable, will be provided before or at the time of Your registration on the Course.
11. All Medipathways College courses are validated by an awarding body and we adhere to all aspects of course specifications. We reserve the right to make minor changes - such as timetable alterations - where necessary. We also have a right to withdraw the Course before formal teaching begins.
12. We will encourage a professional and responsible learning environment while delivering the Course. For the avoidance of doubt, we have no obligation to You to ensure successful exam results on the Course. Any endorsement of You by Us to any other educational institution is at Our sole discretion. Success in such exams or any other method of assessment is fundamentally related to Your own discipline, ability and hard work. Your admission onto the Course in no way guarantees any level of achievement on the Course.
13. We provide guidance to meet your study and general welfare needs such as accommodation, purchasing of recommended books, or study materials etc. to facilitate you to pursue your study in an effective manner. However, we have no obligation to provide you accommodation, stationery or food and you are considered to have full responsibility for all such issues that are outside tuition and academic support.

Payment of fees and other charges, and your other obligations

14. You are responsible for the timely payment of tuition fees. You understand and agree to **Schedule 1: Tuition fee payment** appended in this agreement. You understand and agree to **Schedule 2: Fees and Refunds Policy** appended in this agreement.
 - 14.1. All costs incurred in the collection of unpaid fees (including Our administrative costs and the full amount of any costs and disbursements paid to solicitors or others acting on Our behalf) shall be recoverable in full. Your attention is specifically drawn to the provisions of clause 35 of these Terms and Conditions, which shall apply in all circumstances.
 - 14.2. Equipment (including, but not limited to, textbooks and electrical equipment) loaned to You as part of the Course must be returned in the same condition it was loaned. If these are lost or damaged, we reserve the right to charge the full retail price.
 - 14.3. Demand for payment will be made in accordance with Our practice at the time, and all sums due from You to Us which are not paid on the due date (without prejudice to Our rights under these Terms and Conditions and/or this Agreement) shall bear interest from day to day at the annual rate of 4% over the base lending rate of HSBC Bank PLC.
 - 14.4. If arrangements have been made whereby periodic payments fall due on agreed dates, you must make payment on such dates without any further notification from Us. If any fee or charge remains outstanding after the due date, We reserve the right to suspend You from lectures and tutorials, access to learning resources, and attendance at assessments. We also reserve the right to withhold results from You until payment of outstanding fees has been made. We may take such action as necessary to recover such fee or charge, including but not limited to excluding or expelling You from the Course, withholding any award that You might be entitled to and taking legal action against You to recover the outstanding amounts. You might also not be eligible for any further academic services, including but not limited to exams, coursework and assessments and no compensation (such as re-sits, alternative assessments etc.) will be made for any such consequence.

15. You must ensure that all information supplied to Us is true to the best of Your knowledge. Any document or statement found to be false could lead to Your expulsion from the Course without financial refund of any fees or charges made or still outstanding to Us.
16. You must take responsibility for Your own learning, working in partnership with Us to become a self-reliant, independent learner. You must not hinder the studies of others and You must pursue Your studies diligently, contributing effectively to the Course. You must comply with all directions from Us and/or Our staff in connection with the Course, including but not limited to observing strictly any and all laboratory rules, regulations, codes of conduct and protocols wherever applicable.
17. You are expected to attend all formal teaching, learning and assessment events associated with the Course, subject to absence for medical or other agreed reasons.
18. You must complete and submit by the required deadlines any and all work to be assessed as part of the Course, including any assignments or project work (unless extenuating circumstances for which You have provided evidence are agreed by Us).
19. You must take reasonable care to ensure that the personal details We hold about You (including Your address and email address) are accurate. You must promptly inform us of any changes. This will help Us contact You quickly as and when necessary.
20. Absence is likely to jeopardise Your performance in coursework and assessments. Unauthorised absence may lead to formal warnings and can result in You being excluded or expelled from the Course. It is therefore important that You notify Us in advance of any absence and provide acceptable documentary evidence that supports the reasons for such absence as outlined in our Mitigating Circumstances and Complaints and Appeals policies. If you are unable to produce acceptable evidence, such absence is treated as unauthorised. Falling short of a minimum attendance may disqualify you from sitting assessments as per our Attendance Policy. We will consider applications for authorised absence. Students have the right of appeal against decisions made.
21. We have a duty to provide accurate references (open or confidential) to other educational institutions, prospective employers and other relevant parties reflecting Your performance, general behaviour, attendance, punctuality, general attitude to Your studies, and relationship with your peers and teaching staff. You have no objection to us providing such references should they be requested and authorise Us to do so.
22. You agree to keep Us updated on any change of address and/or e-mail/telephone numbers so that We may communicate with You if required. The contact information provided by you will be used for all communications until you join the course. We are not liable for any non-receipt of our communications by you. Once the Course commences, the e-mail address that We supply, shall be used as a default e-mail address. In the event that as a result of any failure by You to ensure Your continued access to any such e-mail address and/or to notify to Us any change of e-mail address any information or documentation (whether sent by Us or by any third party) does not reach You intact or at the appropriate time You acknowledge that We shall have no liability whatsoever or howsoever arising to You as a result.
23. If You are admitted to begin the Course at any point later than the start of the Course for any reason, such admission is on the strict understanding that You accept it as Your responsibility to catch up on any work missed, in preparation for forthcoming assessments. It is the responsibility of the Student to catch up as required on any missed lectures or practical sessions as credit and/or waiver of any requirement might not be given for absence. However you may seek guidance and assistance from teaching staff.

Liability

24. We shall not be liable for loss or damage to You unless it occurred due to Our negligence or other failure to perform Our obligations under these Terms and Conditions and/or this Agreement or under the general English law.
25. We shall not be liable to You for events outside Our reasonable control. Circumstances outside of Our reasonable control include but are not limited to; industrial action, over or under (or a varying degree of) demand for places, staff illness or absence, lack of funding, severe weather, fire, civil disorder, political unrest, government restrictions and concern with regard to the transmission of serious illness.
26. Although reasonable care and general guidance will be provided to assist with securing a place on to a university course (or other applicable course) of Your choice upon successful or unsuccessful completion of the Course, We can make no promise or guarantee (and make no representations to the effect) that You will secure a place onto another course of Your choice.
27. We facilitate general guidance and support in preparing you for UCAS applications, if applicable, and other university applications. However, the provision of such support does not entail any responsibility or obligation on our part for such support services. You have the final responsibility of making an informed decision and to accept the consequences of such decisions.
28. Progression or transfer to other courses after completion of the Course may require further assessment(s), interviews, health and crime record checks at the discretion of the institution the Student may wish to apply for. However we can make no promise or guarantee - and there is no obligation on

Medipathways - that You will secure a progression or transfer onto the course of Your choice - for the avoidance of doubt this includes progression from the Medipathways Foundation onto other Medipathways courses.

29. You acknowledge that You provide in these Terms and Conditions and/or in this Agreement any and all consents and approvals required under the law for Us to communicate freely and accurately any reference or information requested from Us in any such process and You acknowledge and consent to the provision by Us of such opinions and assessments of and in relation to You as We may properly think appropriate.
30. Approval or acceptance of the Course by any institution may change at any time and We are not liable or responsible in any way for the current or future recognition of the Course by or on behalf of any third party. Your enrolment onto the Course does not guarantee or imply that any such transfer or progression will take place.

Data protection notice and Consent to Use of Information

31. You agree to our use of data and information (including Your photographic image and any audio or video or audio-visual recording of You made in the course of Our provision of the Services at Our discretion) as follows:
 - 31.1. We will hold and process Your personal data (including some sensitive personal data) in compliance with the Data Protection Act 1998. In particular we will process Your data as we reasonably consider being necessary for the following purposes:
 - 31.1.1. Your completion of Your studies;
 - 31.1.2. Your use of Our services (and Our provision of those services to You);
 - 31.1.3. Compliance by You and Us with Your and Our respective duties (and operation by You and Us of Your and Our respective rights) under these Terms and Conditions and/or this Agreement; and
 - 31.1.4. For such monitoring, publication and research activity as We may reasonably perform or participate in from time to time (including in accordance with the terms of clause 33.2)
32. This Agreement (and the relationship between You and Us) will end:
 - 32.1. if You decide to leave the Course (and the terms of clause 35 shall apply); or
 - 32.2. if a decision is taken to exclude You or require You to withdraw from the Course for:
 - 32.2.1. breach of these Terms and Conditions and/or this Agreement (including non-payment of fees by the due dates)
 - 32.2.2. and/or any other rules, regulations, guidelines, academic regulations, policies, protocols and procedures which govern Your studies, learning and conduct on the Course or
 - 32.3. in the event that We do not receive a guarantee in a form acceptable to Us from Your Guarantor in accordance with clause 7 or from any alternative Guarantor proposed in accordance with clause 8.

Health or other conditions and liability

33. If You decide to leave the Course for whatever reason (including, but not limited to, health issues, any mitigating circumstances, lack of finance or visa requirements), or if We decide to exclude You under Our academic rules and regulations, or if, at our sole discretion, we decide that you are no longer suitable to be enrolled onto the course for any reason, and at any time (whether before or after the commencement of the Course or of Your participation in or attendance upon the Course), You should be aware that in agreeing to enrol upon the Course You agree to comply with our Fees and Refunds policy. Termination of this or any Agreement and/or of the relationship between You and Us and/or lack of attendance at the Course by You does not in any way waive, limit or reduce Your liability. If fees are paid upfront, You are not entitled to any refund after the course has started.
 - 33.1. If You become seriously ill while doing Your course or Your long term health conditions like depression, stress or any physical restrictions including pregnancy are of a severity and/or duration that may restrict you from attending the course after your induction, We will not be liable to any special consideration in respect to refund of your fees as your place on the course has been allocated to You.
 - 33.2. You and Medipathways College may agree to defer your studies for one or more entry cycles. Upon deferral, any fees paid will be held by Us until such time that You resume your studies. You will not be admitted to a new course until you paid all fees from your previous study even if you could not attend it for Medical or other reasons, and pay the relevant fees applicable for the new study.

- 33.3. If your health conditions or any related limitations that were brought to our notice either before your Induction or during your course of study with Us are restricting your continued pursuit of study for any reason, such reasons will be considered in accordance with our Mitigation of Circumstances Procedures. We, at our sole discretion, have the right to ask you to get a professional opinion from a specialist advisor at your own cost, and we then may make a decision based on their confirmation on your fitness to undertake/continue your course of study and related work without any hindrances, subject to any assistance which may be offered under Clause 35.4.
- 33.4. We will endeavour to provide you all the possible reasonable assistance to facilitate Your pursuing the course in the event of any health or physical limits that were unforeseen and beyond your control. Please see our Student Welfare Policy for further details. In case such assistance is beyond our feasible limits or costs, We may consider charging appropriate additional fees to facilitate such provision. You should ensure that You are complying with Your academic responsibilities such as attendance, participation in academic activities and examinations etc. and complete Your course of study within the reasonable time limits given to You.
- 33.5. We understand that health conditions can sometimes prevent students from completing assessments on time and our Mitigating Circumstances Policy ensures that, in cases of unavoidable absence from an assessment or delay in completion, all students are treated in a fair manner.
- 33.6. We may terminate This Agreement (and the relationship between You and Us) in writing with immediate effect at any time if:
- 33.7. between accepting an offer and starting the Course there is a change in Your circumstances which, in Our reasonable opinion, makes it inappropriate for You to study on the Course; or
- 33.8. We become aware of information about You that We did not know before and that, in Our reasonable opinion, makes it inappropriate for You to study on the Course;
- 33.9. in Our reasonable opinion You have failed to provide Us with all relevant information, or have supplied false or misleading information, relating to Your application for the Course; or
- 33.10. Your behaviour, in Our reasonable opinion, represents a significant risk to the health, safety or welfare of Yourself or others, insofar as it relates to the Course; or
- 33.11. We do not receive a guarantee in a form acceptable to Us, in our sole discretion, from Your Guarantor, in accordance with clause 7 or from any alternative Guarantor proposed in accordance with clause 8; or
- 33.12. You fail for any reason to pay all fees and/or to comply with all requirements arising out of or in connection with any element of the Course or element or module connected with the Course provided by any third party.

Termination

35. On termination of This Agreement (and the relationship between You and Us) for any reason, any and all payments of fees and charges due to Us from You in respect of the Course immediately become due and owing in their entirety, and both the Student (and upon demand by Medipathways the Guarantor) shall be required to pay the full amount outstanding immediately. We are also under no obligation to refund any fees paid.
36. Any loss or damage to Course property, learning materials, or other property or materials belonging to Us or the properties at any of the leased/rented facilities and/or any third party by You should be replaced, repaired or otherwise made good immediately. The Course directors reserve the right to instruct you to pay for any loss or damage caused by You and add these costs to Your fees, which You (and failing You, Your Guarantor) are fully responsible for.
37. Actions taken by Us under the above provisions will not restrict Our ability to take any further action against You and Your Guarantor that We have the right to take an action that might be deemed appropriate in the interest of the Institution and the interests of students in general.
38. Any prolonged absence (longer than one week) without proper notice or authorisation may be regarded as You're having decided to leave the Course and therefore may lead to termination of this Agreement in accordance with clause 34.

Notices

39. Any notice or other information that is required to be given by either Us or You relating to these Terms and Conditions and/or this Agreement must be in writing and may be given by hand or sent by post or email (registry@medipathways.com). Notice shall be properly served when delivered by hand or 48 hours after being sent by post, or sent by fax or email. We may also draw Your attention to important information through announcements on Our website. You will be responsible for informing Us of any change of your address, phone numbers, email address and contact information. Until we record such change, any notices or information sent to the last address provided by You, will be deemed to have been

properly delivered to you. Notice to Us must be addressed to The Registrar at the Administration Office, Medipathways College, 34 South Molton Street, London W1K 5RG

General

- 40. This Agreement (comprising these Terms and Conditions and the documents referred to herein) overrides any other communication, document or representation made by Us either in writing or verbally.
- 41. These Terms and Conditions and/or this Agreement are personal to You; You are prohibited from assigning or transferring them or any of the rights and obligations under them to a third party.
- 42. Failure to enforce any of the provisions of these Terms and Conditions and/or this Agreement shall not constitute a waiver of any provision and will not affect Our right to enforce that or any other provision.
- 43. These Terms and Conditions and/or this Agreement between You and Us shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.
- 44. If any provision of these Terms and Conditions and/or this Agreement is held to be void or unenforceable in whole or in part by any court or other competent authority, these Terms and Conditions and/or this Agreement shall continue to be valid as to the other provisions contained in it and the remainder of the affected provision.

Contracts made by Communication

- 45. If this Agreement has been signed by the Student by means of Distance Communication (i.e. if signed via e-mail, fax, scanned document or electronic signature) without any physical (face-to-face) meeting with the Company before conclusion of this Agreement, then the Agreement between You and Us is a "Distance Contract".
- 46. Students are entitled to cancel a Distance Contract at any point up until 14 days from the date on which the Distance Contract is signed
- 47. In order to cancel the Distance Contract, the student must inform Us in writing, to the address as set out in Clause 39 of this agreement.

Questions or complaints

- 48. Questions about these Terms and Conditions and/or this Agreement should be addressed to the Administration Office, Medipathways College, 34 South Molton Street, London W1K 5RG or by email to registry@medipathways.com
- 49. These Terms and Conditions and/or this Agreement do not confer third party benefits for the purposes of the Contract (Rights of Third Parties) Act 1999.
- 50. We do not normally accept any original certificates or documents from the Student, except during the induction process where we may request to see original certificates (but we will not usually keep hold of these originals in any case). In the event that such documents or certificates are received, We hold no responsibility for their damage, loss or return.
- 51. Should You be dissatisfied with any aspect of the treatment of Your application or the Course, You may address such concerns to the above address as per Clause 48.

Signatures

Signed: + For and on behalf of Medipathways College: Robert Hatch Principal Date:.....	Signed by the Student: Name of Student..... Date:.....
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Schedule 1: Tuition Fee payment

Please note that for the Academic Year commencing September 2017 Student Finance will not be available to any Student.

When making a payment by bank transfer, please leave Your **full name** so that we identify may be aware that the payment has come from you. You may wish to record the branch location, time and date on which you made the payment so that we can trace it back to you if there are any discrepancies. Failure to do this may result in avoidable delay in commencement, enrolment and continuation of the Course.

Course	Tuition Fees	Initial Payment Dates	Further payments
Medipathways 1-Year Pre-Med (CertHE, in Medical Science), University of Buckingham	£16,000 GBP for the full academic year (10% discount on first year's fees if paid in full before 25/9/17)	Deposit of £4,000 by Friday 22rd September 2017	Nine monthly payments of £1,333 from 1st October 2017
Medipathways 2-Year Bsc. (Hons.) in Biomedical Sciences, University of Buckingham	£27,000 over 2 years: £16,000 in Year 1 £11,000 in Year 2 (10% discount on both years' fees if paid in full before start of academic year)	Deposit of £4,000 by Friday 22rd September 2017	Nine monthly payments of £1,333 from 1st October 2017 Followed by: Thirteen monthly payments of £846 from 1st July 2018
Medipathways 1-Year Medical Foundation, University of Buckingham	£13,000 GBP for the full academic year (10% discount on fees if paid in full before 25/09/17)	Deposit of £3,000 by Friday 22rd September 2017	Nine monthly instalments of £1,111 from 1st October 2017.

Included in tuition fees

1. Library and study facilities at the Royal Society of Medicine. Students may borrow books and access online journals.
2. All laboratory sessions
3. Cost of poster printing
4. Examinations
5. Laptops. Students are expected to use their own laptops for study. However, they have access to computers at the RSM and, if required, loan laptops are provided for tutorials and lectures requiring their use.

Not included in tuition fees

1. Purchase of textbooks although core textbooks are available to loan.
2. Travel to laboratory facilities.
3. Attendance and robe hire for graduation ceremony at the University of Buckingham

Bank Details

Account Holder: Medipathways Ltd.

Account Number: 72045931

Sort Code: 40-03-27

International Bank Account Number (IBAN): GB66MIDL40032772045931

Branch Identifier Code (SWIFT): MIDLGB2106T

Schedule 2: Fees and Refunds Policy

Valid for the academic year 2017-18

1. Purpose

Medipathways fees and refunds policy provides a comprehensive explanation of various provisions and procedures in terms of the fee payment by its students. The Policy is governed by the decisions of the Senior Management Team.

2. Scope

The provisions of this policy apply to all prospective students who intend to apply for a programme of study at Medipathways, and current students who are registered on a programme of study.

3. Registration to a Programme of study at Medipathways

3.1 Registration for a programme of study is subject to (i) meeting the entry requirements for such programme of study, (ii) offer of a confirmed place by Medipathways selection committee and (iii) payment of fees – as stipulated in the enrolment terms and conditions.

3.2 No person is considered to have attained the status of a student unless he/she meets the above three conditions mentioned at 3.1

3.3 Students must ensure that fees are paid on time. Failure to do this may lead to cancellation of the place offered. In the case of enrolled students, this can lead to suspension of access to college resources and services, and, ultimately, to removal from the course of study.

3.4 Students should complete their admission procedures and pay their tuition fees as per their enrolment terms.

3.5 Failure to pay the fees by the due dates will lead to a delay / non registration with the University and as a result such students will not be able to complete their programme of study.

4. Payment schedule

4.1 Students who prefer to pay all annual tuition fees prior to their enrolment will receive a 10 per cent discount on these fees.

4.2 Students paying by monthly instalments are asked to set up a Direct Debit for payment on the 1st of each month.

5. Requests for extension

Students can submit a written request for late payments up to one week to cover circumstances beyond their control. However, permission for an extension will only be granted once.

6. Invoices and fee reminders

6.1 A reminder is mailed to the student at least one week prior to the due date for payment of fees.

7. Actions against late payments

7.1 Warning letters are sent to students and to their guarantors when payments are overdue

7.2 Interest of 4% over the base rate of HSBC Plc may be levied on overdue fees. The full amount of any costs incurred by solicitors or others acting on our behalf in collecting overdue fees will also be charged.

8. Refund of fees paid

8.1 In the case of an applicant who holds an offer deciding not to join the College, a full refund will be made if we receive written notification within 14 days of the date of signature of the Terms and Conditions

8.2 Fees must be paid with at least one full term's notice of intention to leave the course should they wish to do so before completion, regardless of whether or not the student continues to attend. After enrolment, students must give at least one full term's notice of leaving the course. Students who have paid discounted fees yearly in advance will not receive any refund for that academic year.

9. Cancellation of the Programme and fee refunds

9.1 In the rare event of cancellation of a programme for any reasons beyond the control of Medipathways, fees will be refunded on the following basis:

- a. if the programme has not commenced, all tuition fees are refunded.
- b. if delivery of the programme has commenced, tuition fees will be refunded on a pro rata basis, with a refund to cover the portion of the programme not delivered.

10. Transfer of fees

Fees paid are not transferable to any other student.

11. Other fees – library, laboratory deposit, resources

11.1 Medipathways at its discretion may review its provision and decide to provide additional teaching and learning resources, library resources, access to electronic libraries or laboratory practicals and charge the students for such additional costs from time to time.

11.2 These facilities are currently offered cost free to all our students, but Medipathways at its discretion may charge for any additional facilities.

12. Legal jurisdiction

The legal jurisdiction for Medipathways is the courts in England and is subject to the prevailing Laws in England.

Guarantor Form

THIS GUARANTEE is dated theday of 20..... Between:

Full
Name.....

of

Address.....
.....

(The “Guarantor”)

And

MEDIPATHWAYS LIMITED, a company registered in England and Wales (CRN 07270142) whose registered office is at 178 Merton High Street, Wimbledon, London SW19 1AY (“**Medipathways**”)

1. By the completion of this form, and in consideration of Medipathways agreeing (in reliance upon this guarantee) to admit the student named in the Schedule (the “Student”), upon the terms of the Agreement taking effect between the Student and Medipathways incorporating the Terms and Conditions of Medipathways (the “Agreement”), to the Course (as defined in the Agreement), the Guarantor guarantees to Medipathways and its successors, transferees and assignees the due and punctual performance of all present and future obligations of the Student under or in connection with the Agreement (including but not limited to making any payment of any fees and charges in respect of the Course and any other outstanding sum of money owed by the Student to Medipathways) if and when they become performable in accordance with the terms of this Agreement (‘Guaranteed Obligations’).

2. The Guarantor as the principal obligor agrees to indemnify and keep Medipathways indemnified in full and on demand from and against all and any losses, costs and expenses suffered or incurred by Medipathways arising out of, or in connection with:

(a) Any failure, refusal or delay of the Student to perform or discharge the Guaranteed Obligations; or

(b) Any of the Guaranteed Obligations being or becoming totally or partially unenforceable by reason of illegality, incapacity, lack or exceeding of powers, ineffectiveness of execution or any other matter,

but the Guarantor's liability under this indemnity shall be no greater than the Student's liability under the Agreement was, or would have been, had the relevant obligation been fully enforceable.

3. By signing this guarantee the Guarantor covenants and represents to Medipathways that

3.1 Any and all information supplied by the Student and/or the Guarantor in relation to the Guarantor is true, complete and accurate in all respects; and

3.2 The Guarantor is aware that in signing this guarantee the Guarantor is entering into a legally binding commitment to Medipathways, and that the Guarantor has the right to take independent legal advice upon it.

4. This guarantee shall be governed by and construed in accordance with laws of England and Wales, and the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute arising out of or in connection with it.

Name of Student

.....

Guarantor's Relationship to Student:

.....
Signature of Guarantor:

.....