

Terms and Conditions

Downing College International Programme

This contractual agreement is entered into by and between The Master, Fellows, and Scholars of Downing College in the University of Cambridge (hereafter “Downing” or “the College”) and the guardian of the student participating on the Downing International Programme (hereafter “the guardian of the student”, “you” or “your”) and will be in effect from the date of Downing College receiving the final payment until the end of the International Programme. The contract describes general procedures, conditions, and the roles and responsibilities of both parties for the implementation of the International Programme at Downing.

ARTICLE I

Downing College International Programme

1. Downing agrees to conduct a Programme for International students from across different schools. The International Programme will be organised by the College and will take place at Downing or partner sites.
2. The office directly responsible for the International Programme will be Downing College, Cambridge.
3. The student on the Downing International Programme shall be subject to all rules and regulations governing students at Downing, which can be found at www.dow.cam.ac.uk/students/downing-college-rules-and-guidelines.
4. Information regarding this International Programme, and participants at this International Programme and Downing, may not be used other than in accordance with applicable data protection legislation and without the written approval by Downing College for any purpose other than promoting this International Programme.

ARTICLE II

Responsibilities of Downing

In offering the International Programme, Downing will provide the following:

1. **Accommodation and meals:** Downing will provide breakfast, lunch and dinner from Monday to Friday as well as brunch and dinner on Saturdays and Sundays in College facilities. Downing will provide accommodation (single occupancy) for all participating students in student accommodation.
2. **Extra-curricular activities:** Downing’s Programme Mentors will organise a number of evening and weekend leisure activities.
3. **Academic programme:** Downing will provide:
 - (a) **Personnel:** Downing will provide all necessary personnel including one Programmes Manager, Lecturers, and a number of Programme Mentors. The International Programmes Director is Dr Kamran Yunus of Downing College.
 - (b) **Instruction:** The International Programme will consist of sixty hours of teaching per week, consisting of lectures and workshops, including transferable skills workshops and seminars.
 - (c) **Education and recreational facilities:** Participants in the International Programme will have access to classrooms, computer facilities, tennis courts and other educational and recreational facilities of Downing in accordance with College policies.

- (d) **Orientation session:** The International Programme staff will provide an orientation session for students.
 - (e) **Evaluation and grading:** At the conclusion of each course, the Course Director will take responsibility for the evaluation of your written work and/or oral presentation. At the conclusion of the International Programme, the International Programmes Manager will provide you with details of the academic evaluation of your overall performance, including your written work. Grades will be awarded for each student in each subject area studied. Grades will be awarded on a scale of A (excellent) to D (lowest pass mark). The decision of the International Programmes on grades, reached after consultation with appropriate course personnel, will be binding as to grades awarded by Downing. Such a decision shall be sent directly to each individual student.
4. **Administration:** The International Programme Manager will be responsible for administering the International Programme.
 5. **Intellectual property rights:** All intellectual property rights, for example, copyright, in all of the course materials which have been prepared for the International Programme by either the Course Directors or Downing remain vested in either the individual Course Director or Downing, as appropriate. The student shall not translate, amend or copy such materials, remove Downing's branding or copyright notices from them.
 6. **In addition:**
 - 6.1. Downing warrants that it will provide all services with reasonable care and skill but cannot guarantee any outcome from the International Programme.
 - 6.2. Downing does not exclude or restrict its liability:
 - (a) for death or personal injury resulting from the negligence of Downing, its staff or agents (but not independent contractors) while acting in the course of their employment; or
 - (b) for death or personal injury for negligence or breach of the common duty of care owed to visitors to Downing; or
 - (c) insofar as any exclusion or limitation of Downing's liability hereunder is otherwise prohibited, void or unenforceable by law.
 - 6.3. Subject to paragraph 6.2, the warranty referred to in Paragraph 6.1 shall replace all conditions and warranties on the part of Downing implied by statute, common law or otherwise, all of which are expressly excluded. Downing does not make or give, nor has any servant or agent of Downing authority to make or give, any representation or undertaking as to the quality of the services or their correspondence with any description applied to them or as to the standards of them.
 - 6.4. Downing shall not be liable, whether in contract or in tort, in respect of any matter not expressly covered by Paragraphs 6.1 or 6.2 above. Subject to paragraph 6.2 but notwithstanding anything else contained in this agreement, in no circumstances shall Downing be liable, either in contract or in tort, for any loss of profit, goodwill, or any other financial loss, any payment made or due to a third party and any loss or damage caused to any property belonging to you, or any third party, or for any indirect, incidental or consequential loss suffered by the student.
 - 6.5. In the event that notwithstanding the provision of this Paragraph 6 (and subject always to Paragraph 6.2) Downing is found liable for any loss or damage suffered by you, that liability shall in no event exceed in aggregate:
 - (a) in relation to loss or damage suffered by you prior to start of the International Programme, the sum of

any deposit received, or

(b) in relation to loss or damage suffered by you after the end of the International Programme the total sum paid by you to Downing pursuant to this Agreement; provided always that Downing's total liability under this Agreement shall be limited to the International Programme fees.

6.6. YOU ARE STRONGLY ADVISED TO TAKE OUT INSURANCE ON BEHALF OF THE STUDENT IN RESPECT OF ANY LOSS WHICH IT MIGHT INCUR WHICH IS EXCLUDED HEREUNDER AND IS FURTHER REQUIRED TO NOTIFY THE PARTICIPANTS OF DOWNING'S EXCLUSION OF LIABILITY AGAINST THE PARTICIPANTS. You shall indemnify and hold harmless Downing against all liability losses, costs, claims and expenses arising whether directly or indirectly as a result of any breach by you of this Paragraph 6.6 or any of its other obligations under this agreement. For greater certainty, nothing in this Agreement affects any rights which may exist between Downing and the guardians of the students on the International Programme.

6.7. Downing reserves the right to require any person to withdraw from Downing immediately at any stage during the course if Downing deems their acts or conduct to be incompatible with the comfort or enjoyment of others, or in any way to damage the reputation of Downing, or contrary to the Rules and Regulations governing students at Downing, and Downing shall be under no further liability thereafter to any such person. No refunds shall be paid to you if the student is asked to leave the course.

ARTICLE III

Responsibilities of the student

You will be responsible for the following:

1. **Passports and other official documents:** You are responsible in obtaining the student's own passport and any other documents necessary for entry, stay and travel within the United Kingdom.
2. **Transportation:** You will be responsible for transportation to and from Downing College.
3. **Insurance:** You will be responsible for the students' own medical, accident and liability insurance during their stay at Downing College.
4. **Liability:** You will be liable for (and shall promptly on being invoiced for the same reimburse the cost of) loss or damage as a result of a breach of any rules and regulations at Downing or any act or forbearance by the student. Loss or damage includes but is not limited to property damage or loss uncompensated for by insurance. You and the student shall not do anything to bring Downing into disrepute.
5. **International Programme fees:** You will be responsible for ensuring payment of the International Programme Fees.
6. **Student selection:** No less than four weeks before the start of the International Programme, you will provide Downing with full details of the student's special dietary, physical or educational requirements and make any necessary financial contribution to allow the College to adjust for those needs. All students must have a sufficient level of understanding of English to enable them to participate in the International Programme.
7. **Valuables:** The student shall take proper care of any valuables and other possessions and shall insure against loss of the same and acknowledge that the rooms and other facilities occupied by them are not secure and that such valuables and other possessions shall be at the sole risk of participants.
8. **Books:** If any participant damages, or fails to return to Downing, any books or any other property lent to them

by Downing, you shall promptly reimburse Downing for the costs of replacing such books or other property.

ARTICLE IV

Procedures

1. **Fees:**

(a) The International Summer Programme fees can be found on the website. If the guardian of the student requests writing services not stipulated in this contract and Downing agrees in writing to provide them, additional fees may be charged.

2. **Payment schedule:** The guardian of the student will procure payment of Downing International Programme fees according to the following schedule:

(a) You shall send payment in full directly via TransferMate to Downing, a link can be found on this page: <https://downingcollege.transfermateeducation.com/> We expect payment within 4 weeks of being accepted on the Programme.

3. **Cancellation:**

(a) If you wish to cancel the student's place on the International Programme without just cause before the start of the International Programme, you shall forfeit the Programme fee. Downing shall take all reasonable and lawful steps to limit such liability as soon as it is notified by you in the event that you cancel the student's place on the International Programme without just cause. The foregoing states the sole and exclusive liability of the student in the event that the International Programme is cancelled without just cause. The guardian of the student in no event will be in breach of this agreement if performance is prevented due to reasons beyond their control.

(b) If the International Programme is cancelled without just cause by Downing before the start of the International Programme, Downing will refund to the guardian of the student all the International Programme fees that Downing has received by the cancellation day. Downing in no event will be in breach of this agreement if performance is prevented due to the unavailability of an International Programme Coordinator or due to reasons beyond its control.

(c) "Just cause" for Downing shall mean any breach by the guardian of the student of this agreement, any natural disaster, epidemic, terrorist acts, riot, war or other action, whether or not by a College employee, that represents a substantial threat to the safety of Downing students and staff and/or the student, or which damages the Downing student accommodation and/or other College facilities scheduled for use in the International Programme so that they cannot be used as planned, or the death or disability of key personnel. In determining if there is a threat of this nature, the College may refer to the official warnings from the relevant government department.

(d) "Just cause" for Downing shall also mean not receiving the total International Programme Fees four weeks after the offer to join the International Programme is issued. In such event, Downing may cancel the student's place on the International Programme on immediate written notice.

(e) "Just cause" for the student shall mean any natural disaster, epidemic, terrorist acts, riot, war, or other action that represents a substantial threat to the safety of the student in travelling to Downing College to take part in the International Programme, or the death or disability of key personnel. In determining if there

is a threat of this nature, you will refer to the official travel advisories provided by their country's Ministry of Foreign Affairs.

- (f) If the International Programme is cancelled with "just cause" by either party before the start of the International Programme, Downing will refund to the guardian of the student all the International Programme fees that Downing has received by the cancellation day, and neither party will be required to pay compensation.
- (g) If the International Programme is cancelled by either party with just cause after the start of the International Programme, then the fees and other sums to be paid to Downing by the guardian of the student shall be pro-rated according to the period that the International Programme was run prior to departure of the student, as compared to the total intended period of the International Programme as referred to in **ARTICLE I Section 1**. Neither party shall cancel the International Programme without just cause after it has started.

ARTICLE V

Amendments and Additions

Amendments and additions to this contract may only occur by mutual written agreement between both parties. This contract may be amended only by authorised representatives of Downing.

ARTICLE VI

Conflict of Laws

This Agreement shall be governed and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts provided that a party may enforce a judgment awarded it by the English courts in any court of competent jurisdiction. Nothing in this Agreement shall confer any right or benefit on any third party (including without limitation International Programme students or participants) under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

ARTICLE VII

Use of Names, Publicity Agreement etc

1. It is acknowledged and agreed by Downing and the guardian of the student that Downing's name and logo (including any associated trade mark right), is its personal property.
2. Nothing in this arrangement or in the carrying on of this arrangement permits either Downing or the guardian of the student to use, display, or license the name or logo of the Downing without the prior written consent of that party.
3. No party is allowed to prepare or publish any materials that describe the other party or the arrangement without first obtaining the other party's prior written approval.

ARTICLE VIII

Entire Agreement etc

1. This Agreement represents the entire agreement and understanding between the parties concerning its subject-matter and (save that nothing herein shall exclude liability for fraudulent misrepresentation) all prior communications concerning such subject-matter are superseded by this Agreement.
2. This Agreement is personal to the parties and neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other.

Signed:

Senior Bursar and Fellow
For and on behalf of The Master,
Fellows, and Scholars of Downing College
in the University of Cambridge