

## **Vogue Online Essentials Terms and Conditions**

These terms and conditions set out the basis of your relationship with Vogue College of Fashion (“the School”, “we”, “us”, and/or “our”) regarding your enrollment in the Vogue Online Essentials Program (“the Program”) at the School. By registering you (“Student”) to attend the Program, your Parent (including, as applicable, your parent/s or legal guardian/s) agrees to these terms and conditions. Some of the terms of this agreement require your Parent to confirm that you will comply with important School policies, such as the Student Digital Code of Conduct. We ask that you and your parent/s or legal guardian/s take time to read through these terms and conditions and the relevant policies and that you act responsibly in meeting the expected behaviours required of you.

You can contact the School with any questions by writing to us by email at [precollege@voguecollege.com](mailto:precollege@voguecollege.com) or by calling us at 646-438-7246. If we have to contact you during the enrollment process, we will do so by writing to you and your Parent at the email address provided to us in your application.

### **Tuition & Fees**

1. Your enrollment is complete only when the School confirms that we have received your full program fees. Full payment must be received no later than three weeks prior to the program start date. The School reserves the right to cancel your registration if full payment is not received by three weeks prior to the start of the Program.
2. Program Fees are \$995. Program fees cover all tuition, instructional and practical sessions, instructional materials, and a non-refundable administration fee of \$50. It is the student's responsibility to obtain and maintain the proper hardware and software required to participate in the Program.
3. Accepted payment methods include credit cards and debit cards (American Express, Discover, MasterCard, Visa); local bank transfer; bank payment (checking or savings account). 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.

### **Withdrawal and Refund Policy**

4. To withdraw for any reason prior to the start of the Program, you must notify the School in writing via email to [precollege@voguecollege.com](mailto:precollege@voguecollege.com). Provided that your cancellation email is dated no later than 5 days prior to the start of your course, you will be eligible for a full refund of Program Fees paid less the non-refundable administration fee.
5. Refunds will be made using the same means of payment as you used for the initial transaction.
6. No refunds will be given for early departures from a program, once it is underway, whether voluntary or otherwise. If you are asked to leave the Program as a result of disciplinary issues (in the School’s sole discretion), non-payment of fees, or non-attendance, you will not be entitled to any refund.

### **Events Outside of Our Control**

7. The School shall not be liable to you for events outside its control which it could not have foreseen or prevented, even if it had taken reasonable care, including but not limited to health and safety concerns. Should any such circumstances arise, the School reserves the right to change or cancel parts, or all, of the Program. The School will take reasonable and proportionate steps to mitigate any adverse impact on you.

### **Access & Technology**

8. It is the student's responsibility to obtain and maintain access to a reliable internet connection that is capable of streaming, watching and listening to live video content.
9. When accessing the lecture or any other Program content or channel, the student is responsible for compliance with the laws of the jurisdiction. Although the School will put in place security measures to ensure a safe and stable connection, the School cannot be held responsible for any third-party interference or sabotage to our online content or data loss as a result.

### **Program Language**

10. All aspects of the Program will be delivered 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. The School will not provide any refunds for your inconvenience or failure to attend if you lack the required English language proficiency.

### **Age Limitation**

11. You must be between 14 and 17 years of age at the time of your course in order to participate in the Program. Proof of age must be provided to the School no later than five days prior to the start of your course.
12. Enrollment on the Program by a student younger than 14 or older than 17 is a violation of these terms and conditions, and students discovered to be in violation of this rule will be removed from the Program. No refunds will be provided for students who are removed from their course due to a violation of this paragraph.

### **Special Accommodations**

13. The School welcomes students' requests for special accommodations (e.g. closed captions or subtitles). The School asks that you submit accommodation requests as early as possible so that any reasonable adjustments can be considered and, if appropriate, made. We reserve the right to request evidence of a complaint or disability giving rise to the accommodation request.

### **Student Code of Conduct**

14. Participation in the Program presumes an agreement to abide by all School policies as outlined in the [Student and Family Handbook](#), including but not limited to the Student Digital Code of Conduct.
15. If you fail to follow the School's Student Digital Code of Conduct or behave in a threatening or aggressive manner, or in a way that adversely affects other students, the School's employees or contractors, or bring the School into disrepute through your actions, we reserve the right to remove you from the Program. Parent understands and agrees that the Student will comply with the School's rules, standards, and instructions; that the School and its agents and employees have the right to enforce its standards; and that the School may at any time terminate the Student's participation in the Program for failure to maintain these standards or for any conduct which the School considers to be incompatible with the interest and welfare of the other students or the School. Parent understands that they will not be entitled to any refund if the Student's participation in the Program is terminated as described in this paragraph.
16. The Student and Family Handbook is reviewed annually, and you will notified of any updates to the

Handbook prior to your enrollment on the Program.

### **Permission to Use Photographic Images**

17. Please note that the School (as well as students of the School) may from time-to-time photograph or make audio or visual recordings of students or activities in which the students are engaged. By participating in the Program, you and your parents grant the School (i) permission to use any photographs or audio or visual recordings of Student or activities in which Student is engaged that the School or students take in any media now known or later devised, without attribution or payment or any other consideration; (ii) permission to use Student's 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 (iii) 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 School, and to inform the public about the School. The School (or the student that 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.

### **Intellectual Property**

18. All materials provided by the School in relation to the Program (and any intellectual property rights in the same) are and remain the property of the School or, in case of materials belonging to third parties, of the relevant third party. Any use of any such materials other than by the Student as part of their participation in the Program requires the prior written approval of the School. Materials include all documentation or information provided by the School in relation to the Program, including but not limited to information provided on the School's website, the School brochure, offer letters, Program syllabi, reading materials, and additional course information.

### **Data Protection**

19. The School is committed to protecting the privacy of its students, and a full description of your rights may be found in our [privacy policy](#). The School may use your personal information in accordance with this policy.

### **Assumption of Risk**

20. Student and Parent understand and agree that Program activities may involve known and unknown risks to Student and/or their property, and that the School cannot guarantee the safety of Student or their property. Any activities that Student may undertake in connection with the Program will be considered to have been undertaken with Student's and Parent's approval and understanding of any and all risks involved, to the Student and the Student's property, which risks are willingly assumed by Student and Parent/Guardian.

### **Release of Claims**

21. In consideration of participating in the Program, Student and Parent agree for Student and on behalf of Student's heirs, executors, and assigns, to release and discharge the School from any and all claims which may arise from any cause whatsoever, including any negligent act or omission of the School or others.
22. Student and Parent further release and discharge the School from liability for any accident, illness, injury, loss or damage to Student or his/her personal property, or any other consequence arising or resulting directly or indirectly from Student's participation in the Program.
23. Student and Parent intend that the release of claims be complete defenses to any and all actions, claims or demands that Student, Parent or Student's heirs, executors or assigns have or may have for injuries to

person or property, including death, as a result of Student's participation in the Program.

#### **Indemnification and Hold Harmless**

24. Parent hereby agrees to indemnify, defend, and hold harmless the School and its officers, directors, members, employees and agents, from and against any cost or expense (including reasonable attorney's fees) arising from any and all actions, claims or demands that Student, Parent or Student's heirs, executors or assigns may have against the School on account of injuries, losses or liability suffered or sustained by Student, regardless of cause or fault, as a result of, arising out of, associated with, directly or indirectly, Student's participation in the Program and any and all related activities, on or off the Program's campus.

#### **Limitation of Liability**

25. 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.
26. 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.
27. 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.
28. 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.
29. The School 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 School's premises, the overnight accommodation, or other third-party premises or goods during the Program. Your parents will be responsible for such costs, which we will pass on to them as applicable.

#### **Other Important Terms**

30. This contract is between your parents and the School. Nobody else has any rights under this contract, or to enforce any of its terms.
31. It is understood and agreed that, if any provision of this Agreement is held to be invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications. To this end, the provisions of this Agreement are declared severable.
32. 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.

33. This Agreement constitutes the entire agreement of the parties relating in any way to the subject matter hereof. No statements, promises or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. The terms of this Agreement supersede any earlier written or oral understandings or agreements between the parties.

Parent hereby agrees that they are the parent or legal guardian of the Student. Student and Parent acknowledge that they have read this Agreement, understand its meaning and effect, and agree to be bound by it.