Vogue College of Fashion - New York
Continuing Education: In-Person Courses
Terms and Conditions

ENROLLMENT & FEES

1. Enrollment is complete only when Vogue College of Fashion (the "College") confirms that we have received your non-refundable deposit and course fees. Should you fail to pay any part of your fees after receipt of final notice from us, the College reserves the right to withdraw our offer.
2. A deposit is due to us at the time of registration, and full fees are due by the due date on our invoice. Where registration is submitted after the full fee due date, the deposit and course fees are due on the day of registration. Full payment of the course fees must be made prior to the start date of the course. 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 course.
3. Payment should be made via our approved payment provider. Our Finance Department will send you (and your sponsor, as applicable) detailed instructions.
4. Course fees cover all activities within the curriculum, including lectures, seminars, practical sessions and study trips (if applicable). Please note that optional activities with additional costs may be offered outside the curriculum. Unless indicated otherwise, course fees do not include any other services, including but not limited to accommodations, transportation to/from the Program, meals that are not on the course schedule, purchase of incidentals, health insurance or services, or other costs that might arise prior to or during the course. Any additional charges incurred by the College on your behalf will be passed onto you, and you will be liable to reimburse the full amount incurred by the College.
5. The College does not provide insurance to students, including travel, health, or personal injury insurance. The College recommends that students take out suitable insurance at their own initiative and cost.
6. Please note that foreign visits may require separate visas. It is the individual student's responsibility to ascertain whether a visa is necessary and to make sure the correct visa is obtained well in advance of study trips. Program Coordinators can provide supporting letters if necessary.
7. All fees are charged in United States dollars and can be paid using any currency. Fees are inclusive of VAT and other taxes where applicable. 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.
8. Program fees are reviewed annually; however, fees will not be amended from those advertised after enrollment.

CANCELLATION & WITHDRAWAL

Cancellation by You

9. If you wish to cancel your registration to a course, we are not obliged to offer you an alternative course, but we may choose to do so at our discretion and we may specify the terms of any such offer; for example, if there is a deadline for your response or if the fees for the alternative course are different. If no such alternative offer is made, or if you decide to reject any such alternative offer, the following rules apply (except where a course has been cancelled by us):
    - For such cancellations received by the College 28 days or more before the full fee due date, 100% of the course fees paid will be refunded, but less a 15% non-refundable deposit.
    - For such cancellations received by the College less than 28 days before the full fee due date, no refund will be made.
10. The College reserves the right to refund course fees under serious, unforeseen circumstances, including but not limited to serious illness or bereavement. The decision to refund course fees under such circumstances is at the College's full discretion.
11. We will make the refund using the same means of payment used for the initial transaction unless we have expressly agreed otherwise.
12. Students may be able to transfer their booking to a different or next available course date if they inform us at admissions@voguecollege.com of their intent to transfer at least 7 days before the start of their current course. If students enroll in a course with a higher fee, students are responsible for paying the fee difference by the full fee due date for the new course. Transfer is at the discretion of the College and subject to availability.
13. All requests to cancel or transfer to a new course date must be made in writing to admissions@voguecollege.com. The College will confirm the request with a written acknowledgment within 2 business days of receipt.
14. You may be able to defer enrollment in a course; see paragraph 20 below.
15. There will be no refund of the course fees if a student withdraws from their course at any stage after the course start date.

Cancellation by the College

16. To ensure an optimal learning experience for our learners, there will be a minimum number of Students required for each course to run effectively (these may vary depending on the course topic). Therefore, when minimum course thresholds have not been met, the College reserves the right to cancel the course. Cancellations made in this circumstance by the College will be communicated to Students as soon as possible and within 7 days of the course start date.
17. All courses offered by the College will be delivered by an experienced and qualified professional course leader who specializes in their relevant field. In the unforeseen event of

illness or difficult personal circumstances, the College may substitute the course leader at short notice for another suitable qualified course leader. If for any reason a replacement course leader cannot be found at short notice, the College reserves the right to cancel and reschedule the session at its sole discretion to provide a high-quality learning experience for the student.

18. If a course that you are registered with is cancelled or postponed then we will offer you the choice of a place on an alternative course at an equivalent price at no additional cost. The alternative course will be as close in time to the cancelled course as we are able to provide.

19. You will be required to nominate your alternative choice of course within seven (7) days of having been notified of the change. If you do not wish to accept the offer of an alternative course, then we shall provide a full refund of the course Fee to the extent these have been received by us.

DEFERRAL

20. Deferrals are at the discretion of the College but are reserved for extenuating circumstances including but not limited to severe illness and/or bereavement. If a deferral is granted, you may be able to defer to a later session of the same course provided that you pay any difference in the fee applicable subject to availability and provided the course is completed within twelve (12) months of the original course booked. You must notify us in writing at admissions@voguecollege.com with any requests to defer your enrollment.

INVOLUNTARY WITHDRAWAL

21. If you are asked to leave the course as a result of disciplinary issues, non-payment of fees, or non-attendance, the College will not refund any fees.

EVENTS OUTSIDE OF OUR CONTROL

22. The College 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. Such events include but are not limited to: strikes; other industrial action; severe weather; fire; civil commotion; riot; invasion; terrorist attack or threat of a terrorist attack; war (whether declared or not); natural disaster; restrictions imposed by government or public authorities; epidemic or pandemic disease; or failure of public utilities or transport systems.

23. Should any such circumstances arise, the College reserves the right to change or cancel parts, or all, of the Program. The College will take reasonable and proportionate steps to mitigate any adverse impact on you.

24. Subject always to the previous paragraph, the College will make all reasonable efforts to deliver your Program as described in the College's prospectus. There may be occasions where due to unforeseen or unavoidable circumstances it becomes necessary to make significant changes to a course or to withdraw it or part of it, e.g. a particular unit/elective. Such action could become necessary if for example, the following were to occur:

- to reflect changes in the law and/or regulatory and/or professional and/or statutory body requirements and sector regulation
- as required by law, government policy, regulatory requirements or guidance and/or a decision of a competent court or similar body;
- changes must be made to reflect changes in standards set by relevant regulators and/or in keeping with best practice or developments related to the discipline/subject area;
- to deal with unavoidable changes in our academic and support staff;
- to reflect material developments in academic teaching, research and /or professional standards or requirements to ensure our course/program content is up to date and relevant;
- student feedback, external examiners feedback or program review clearly indicates that immediate
- changes be made to a course or unit;
- an unanticipated external event or issue with the buildings results in disruption to delivery
- unexpected low recruitment to a program/course or unit/elective means it is simply no longer viable or practical to run it.
- withdrawal of relevant accreditation
- any other valid reason.

25. In the event that the College has to make significant changes to the course, it will make students aware of these changes as early as possible. If you are significantly and adversely affected by these changes and no longer wish to enroll in the course as a result of these changes then you may apply for a refund of the course fee, which may be granted at the College's discretion. The College accepts no liability for expenses or losses you or any third party may incur because of course cancellation.

MODE OF INSTRUCTION

26. Where programs or parts of a program are made available to you through the internet, you acknowledge that you have access to the relevant IT equipment, internet speed and capacity to participate in the delivery of the programs. Additionally, given the nature of the internet, the College cannot guarantee that access to the Program will be uninterrupted or error free. You also acknowledge and accept that the College cannot guarantee that materials and other information downloadable or printable from the Program can be downloaded or printed within any specified time period.
27. 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 College reserves the right to prioritize the continuity of teaching using remote online methods, with the aim of both ensuring that student learning outcomes continue to be met. If this takes place, the College 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

28. The College is committed to having an inclusive environment that facilitates disclosure of disability and gives all students the opportunity to realize their full potential. The College 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 as soon as possible prior to the 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.

INTERNATIONAL STUDENTS

29. You are responsible for obtaining the required visa that enables your participation in the Program and the rejection of a visa application does not affect the application of these terms and conditions. We recommend that all applicants check visa requirements before applying.
30. In no circumstances will we issue documentation to support a visa application before receiving payment in full in cleared funds of the Program fees from you. Visa supporting letters are issued only to the participant and in our standard format.
31. The cancellation and refund provisions above shall apply irrespective of whether cancellation is due to a failure to satisfy visa requirements in good time before the course start date or other similar reason, such as failure to apply for a visa in appropriate time or delay with the visa process.

PROGRAM LANGUAGE

32. Unless otherwise indicated, all Programs are taught in English.
33. 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. It is recommended that you have the equivalent level of IELTS score of 6.0 /TOEFL score of 78 IBT. We do not accept liability for any inconvenience or failure to attend if you lack the required English language proficiency.

STUDENT CONDUCT

34. Enrollment in a course presumes an agreement to abide by the College's policies.
35. If you behave in a threatening or aggressive manner, or in a way that adversely affects other students, the College's employees or contractors, or bring the College into disrepute through your actions, we reserve the right to remove you from the Program or exclude you from the College's premises and/or, where appropriate, any accommodation provided to you by us. In such cases, your fees will not be refunded.

OUR RESPONSIBILITIES

36. Save as set out in paragraph 24 of this document, we will use our best endeavors to deliver the Program to you as is set out in the course information.

37. We will endeavor to resolve any issues, concerns, or complaints which you bring to our attention as efficiently and thoroughly as is possible in the circumstances.

38. We will comply with all relevant legislation, including data protection legislation as included in our privacy policy.

PERMISSION TO USE PHOTOGRAPHIC IMAGES

39. The College (as well as students of the College) 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: (i) use any photographs or audio or visual recordings of you or activities in which you are engaged that the College or students take in any media now known or later devised, without attribution or payment or any other consideration; (ii) use Student's name, photograph, image, likeness, signature, voice, actions, and statements in such photographs or audio and visual recordings without payment or any other consideration; and (iii) 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 College, and to inform the public about the College. The College (or the student that took the photograph or made the audio or visual recording) will own all rights, title and interest in the photographs or audio and visual recordings.

INTELLECTUAL PROPERTY

40. As a statement of general principle the College recognizes the student is the owner of any intellectual property rights they produce while a registered student of the College. This principle may be subject to variation in the case of collaborative or externally sponsored work, or other exceptional circumstances.

41. All materials provided by the College in relation to a course (and any intellectual property rights in the same) are and remain the property of the College or, in the case of materials belonging to third parties, of the relevant third party. The College will obtain the necessary allowances and licenses for materials used that are not the property of the College. Materials include all documentation or information provided by the College in relation to a course, including but not limited to information provided on the College's website, the College brochure, offer letters, course syllabi, reading materials, additional information and others.

42. 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 College. Students must not use any such materials provided by the College for any other purposes than the ones set out in these terms and conditions. Use of the College's brand, name and/or logo for any reason other than in connection with the student's participation in a course (as set out in

these terms and conditions) is not permitted without prior written agreement of the College.

ASSUMPTION OF RISK

43. The views expressed, and information provided by Program providers and staff of the College 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 College does not accept any liability if you do rely on such views, information, or materials for purposes other than the Program.
44. You are solely responsible for determining whether the Program is sufficient and suitable for your needs. We do not provide any guarantee in respect of the standard of your abilities on completion of the Program. To help us enroll you on to the Program, you must provide us with all information requested in connection with the Program. You can contact the College at admissions@voguecollege.com with any queries about a Program and its details.
45. Unless expressly stated otherwise in the Program information, the Program is not formally accredited and may not be used (in whole or in part) to satisfy the requirements of the award of any degree or diploma.
46. You understand and agree that program activities may involve known and unknown risks to Student and Student's property, and that the College cannot guarantee the safety of Student or Student's property. Any activities that Student may undertake in connection with the Program 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 risks are willingly assumed by Student.

LIMITATION OF LIABILITY

47. Nothing in these terms and conditions will limit or exclude the liability of the College for death or personal injury arising from our own negligence, or for fraud or fraudulent misrepresentation.
48. 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.
49. 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.

50. 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 College's premises whether by you or any other person and it is your responsibility (or your guest's) to take good care of your personal belongings. Any goods deposited with us are deposited at your own risk and without any obligation to us. We recommend taking out insurance, as we do not provide any insurance cover to you.

INDEMNIFICATION AND HOLD HARMLESS

51. You indemnify, defend, and hold harmless the College and its officers, directors, members employees and agents against any cost or expense (including reasonable attorney's fees) arising from any and all actions, claims, proceedings, demands, losses, damages, expenses or liability whatsoever arising as a result of a breach by you of this contract or any of the policies of the College, or any reasonably foreseeable consequence of any act or omission on your part.

PHYSICAL CONDITION

52. You attest that you are sufficiently well enough, physically and mentally, to participate in the Program. If a student has been unwell prior to the Program, we ask that you make us aware prior to arrival so we can assess their suitability for the Program and put appropriate support in place if required. We will make reasonable adjustments for those students who have disabilities. Please see paragraph 28 above regarding students with disabilities.

53. You consent to receive first aid from a trained First Aider, and/or for the College and its representatives to arrange medical treatment in the event of accident, injury, or illness. You are solely responsible for payment in full of all costs of medical care you may receive.

COMPLAINTS

54. If there is a problem with the enrollment process, or if you have any questions or complaints about our services, please contact us.

DATA PROTECTION – HOW WE MAY USE YOUR PERSONAL INFORMATION

55. The College may use your personal information in accordance with our privacy policy.

OTHER IMPORTANT TERMS

56. This contract is between you and the College. No other party has any rights under this contract or ability to enforce any of its terms.

57. 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.

58. 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 course, we can still require you to make the payment at a later date.

59. 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 Colleges' policies or failing to comply with them in a serious way.

GOVERNING LAW

60. These terms and conditions and any dispute or claim arising out of or in connection with it or its subject matter of formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of the state of New York without reference to its conflict of laws provisions.

ENTIRE AGREEMENT

61. This Agreement constitutes the entire agreement between you and the College. No statements, promises, or representations have been made by us to you, or may relied upon, and the terms of this Agreement supersede any earlier written or oral understandings or agreements between us.