Vogue College of Fashion – Madrid

Madrid Collegiate Program Terms and Conditions

Our Contract With You

This document sets out the terms and conditions between Vogue College of Fashion – Madrid, CNC London Ltd. Sucursal en España, with registered office at Paseo de la Castellana, 9-11, Planta Baja, Chamberí, 28046 Madrid, and tax identification number W0262325D (The "College", "we", "us") and students on our Vogue Collegiate Program (the "Program"). It contains important information and you should read these terms and conditions carefully before booking your place to ensure that you understand the contents, as these terms and conditions, together with other policies and procedures of the College, will become binding on you and us when a contract is formed between us.

By accepting our offer of a place on a Collegiate programme, you accept these terms and conditions in full, which, along with your offer and the College's rules, regulations, policies and procedures, form the contract between you and us.

These terms and conditions will become binding on you and us when you accept the College's offer of a place by accepting the offer, confirming your details, and paying the deposit or confirming your booking by paying full fees depending on the course requirements, and any conditions set out in your offer have been met to our satisfaction. At this point, a legal contract is formed between you and the College based on the terms and conditions set out in your offer letter/ booking confirmation, the terms and conditions set out in this document, and the terms and conditions set out in the policies and regulations listed in the Student Handbook and on our website (available here).

ELIGIBILITY

1. All applicants must be at least 18 years old by beginning of the Program and currently enrolled in an undergraduate university program with a minimum cumulative 2.5 GPA (or equivalent). For non-native English speakers, we require a minimum IELTS score of 6.5, TOEFL score of 85 IBT, CEFR score of B2, or a Duolingo score of 120. Prospective applicants who are enrolled in an undergraduate university program at the time of

application, but will have successfully completed their undergraduate studies by the start date of their desired program, can contact admissions@voguecollege.com to inquire about their eligibility. Prospective applicants who have not yet matriculated to an undergraduate program can contact admissions@voguecollege.com to inquire about their eligibility.

ENROLMENT & PROGRAM FEES

2. You will not be able to start your studies at the College until we have received by an agreed deadline:
   - your Acceptance and Deposit Form, signed and submitted your non-refundable deposit
   - the full Program Fees
   - presentation, in person, of your passport and valid visa documentation where required

3. If you elect to pay through a payment plan, you are responsible for maintaining a valid and active payment method on file and ensuring that sufficient funds are available for the Institute to process payments in accordance with the agreed payment schedule. The College reserves the right to cancel your enrolment if any scheduled payment is not successfully processed when due, if you fail to maintain a valid payment method on file, or if you otherwise fail to comply with the terms of the payment plan.
4. Should you fail to pay any part of your fees after receipt of a final notice from us, the College reserves the right to withdraw our offer.

5. Full payment of the Program Fees must be made prior to the start date of the Program. The due dates for payment of fees mean that the Program Fees are received by us in full in cleared funds by such date. If payment is not received by the full fees due date, you have no right to participate in the Program.

6. Payment should be made via our approved payment provider. Our Finance Department will send you detailed instructions. All payments of Program Fees must be made in Euros and 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.

Program Fees

7. Program Fees include Course Fees and Accommodation Fees, for those choosing the accommodation option, where applicable.

8. Course Fees cover all activities within the curriculum, to include lectures, seminars, practical sessions, and site visits. Please note that optional activities with additional costs may be offered outside the curriculum.

9. Accommodation Fees cover the cost of housing for the duration of the program. Accommodation in Madrid may range from a single room to multi-occupancy rooms within student residence halls, apartments, or hotels. The Collegiate Program Team will communicate accommodation specifics secured for the duration of the program with applicants during the registration process. If accommodation is not offered for a program, students are responsible for arranging their independent housing for the duration of the program.

10. The cost of meals, travel to and from the Program, any changes in travel or accommodation plans during the Program made at the student's discretion, and all other personal expenses, are the student's responsibility.

11. Course Fees are reviewed annually; however, fees will not be amended from those advertised after you have applied for the program. Course Fees are mandatory for all students.

12. Accommodation Fees are mandatory for those who opt into the Program accommodation (if applicable). In the event that accommodation plans have to be amended in-year, the Accommodation Fees may vary dependent on the alternative arrangements available.

13. Unless indicated otherwise, Program Fees do not include any other services, including but not limited to, purchase of incidentals, health insurance or services, or other costs that might arise prior to or during the Program. Any additional charges incurred by the College on behalf of a student will be passed onto the student, who will be liable to reimburse the full amount incurred by the College, e.g. lost key cards.

Additional Fees

14. Adobe Creative Suite: You may be required to obtain an Adobe Creative Suite student license at your expense for the duration of the Program.

CANCELLATION & WITHDRAWAL

Cancellation by You During the Cooling-Off Period

15. You have the right to cancel your contract with us for any reason in writing and within 14 days starting on the day after the date we emailed you to confirm your place on the program ("Cooling-Off Period") and at least 14 days prior to the program start date.

16. To exercise the right to cancel, you must inform us before the end of the Cooling-Off Period at admissions@voguecollege.com of your decision to cancel this contract by way of a clear statement. You may, if you wish, use the withdrawal form made available by the College (see the version published on our website), but you are not obliged to use this form. Where the Cooling-Off Period would normally end on a day which is a Saturday, Sunday or a public holiday, the Cooling-Off Period will be extended so that it ends on our next working day.

17. The College will refund any fees paid without undue delay and in any event not later than 14 days after the date on which you inform us you are cancelling this contract.

18. The College will make the refund using the same means of payment as you used for the initial transaction, unless you have expressly asked us and we have agreed otherwise; in any event, you will not incur any fees as a result of the refund.

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

19. To withdraw from the Program for any reason after the Cooling-Off Period and prior to the Program start date, you must notify the Institute in writing via email.
    The deposit and application fee are non-refundable.

20. Based on the date of that cancellation email, a portion of the Program Fees previously paid may be refunded, as set out in the following schedule:

Date of receipt of written cancellation notification		Percentage of program fees paid to date to be refunded (less the non-refundable deposit and application fee)
Winter Program	Summer Program	
Before October 1	Before April 15	100%
October 2 – December 15	April 15 – June 1	60%
After December 15	After June 1	0%

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

21. If you have opted in to the Collegiate Program accommodation provision (if applicable) and wish to cancel the accommodation provision but remain enrolled on the Program, you must notify the College in writing via email. Your Accommodation Fee may be refunded if the College receives your notice at least 8 weeks prior to the start of your Program.

22. If you wish to defer your enrollment, the College is not obliged to offer you an alternative course date, but we may do so at our discretion and subject to availability. If no such alternative offer is made, or if you reject any such alternative offer, the refund policy outlined below applies.

23. The College reserves the right to provide you with a refund of Program Fees under serious, unforeseen circumstances, including but not limited to serious illness or bereavement. The decision to refund Program Fees under such circumstances is at the College's full discretion.

24. The College will make any refund using the same means of payment as you used for the initial transaction, unless you have expressly asked us and we have agreed otherwise.

25. No refunds will be given for late arrivals to a Program, including those due to illness, weather, or travel delays, or for early departures from a programme, once it is underway, whether voluntary or otherwise.

Involuntary Withdrawal

26. Non-attendance due to illness, or for personal or professional reasons, does not entitle any student or prospective student to a refund or deferral/transfer. We will consider such requests on a case-by-case basis at our discretion.

27. The deposit is non-refundable in all circumstances beyond the Cooling-Off Period.

28. If you are asked to leave the program as a result of disciplinary issues, non-payment of Program Fees or non-attendance, as outlined in our policies and section "Termination Rights" below, the College will not refund any fees to you.

Withdrawal Due To Visa Issues – International Students

29. You are responsible for ensuring that you have the appropriate visa to enable you to study in Spain, and the rejection of a visa application by Spanish visa and immigration officials does not affect the application of these terms and conditions. The College recommends that all applicants check with the Spanish Embassy regarding their visa requirements before applying. If you are unable to obtain a visa and have supporting documentary evidence to show this, you can apply in writing to the Admissions at admissions@voguecollege.com to

be considered for a refund of Program Fees already paid (minus the deposit); you will not be entitled to any full or pro-rata refund amount of any Course Fees paid for that upcoming first term. A pro-rata refund of the subsequent terms will be considered unless:

- You applied for a visa that does not make you eligible to study in Spain on a course of study that you booked/ accepted an offer to.
- The visa was refused due to fraudulent, misleading or omitted information, documents or activity on your part or if you provided incorrect information.

TERMINATION RIGHTS

30. We may terminate this contract and your application to the College, or registration as a student, with immediate effect in writing in any one or more of the circumstances identified below:

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

31. If we terminate this contract pursuant to this section, you remain liable for any outstanding Program Fees or costs owed to the College to the date of termination. The College may refund Program Fees on a pro-rata basis for services not yet provided, taking into account the circumstances of the termination. To the extent permitted by applicable law, the College will not be liable for any loss or damage of whatever nature which you may suffer as a result of any action taken against you by the College to terminate the contract, including where we terminate the contract as a result of disciplinary action taken by the College (provided the action by the College is not negligent, and is taken properly in accordance with the contract and the relevant procedures).

The Programs

32. The College aims to ensure that the student learning experience, as described on the website and student handbooks, is delivered and maintained at all times. In some circumstances, the College may have to vary the method of delivery of your program, and in some cases, the syllabus may be altered or updated. In the unlikely event that the College discontinues your program or changes it significantly, whether before you start your program or once you have begun, we will tell you at the earliest possible opportunity. If this happens before you start your course, you may wish to withdraw your application; if you do so, the College will refund your deposit and any Program Fees that you have paid.

EVENTS OUTSIDE OF OUR CONTROL

33. The College will do all that it reasonably can to provide your Program as described on our website and in the Program Information or other documents issued by the College to you. Despite taking all reasonable steps to prevent them occurring, and to mitigate their impact, some events outside our reasonable control may mean that we are not able to provide your Program.

34. The College will not be liable for failure or delay, or for the consequence of any failure or delay to perform any obligations under our Contract with you if such failure, delay or the consequence of such failure or delay is caused by an act or event beyond the College's reasonable control ("Force Majeure Event"). Such events may include:
    - acts of God;
    - industrial action involving collective bargaining outside of the College;
    - national emergencies, common commotion, war, act of terrorism (including actual, suspected or threatened act of terrorism), explosion, protests, riots;
    - the imposition of sanctions;
    - epidemics, pandemics, quarantine, widespread illness and mandatory responses to Governmental advice (whether affecting our staff and/or students or otherwise);
    - breakdown of plant or machinery;
    - actions or the lack of actions of placement providers;

- actions or the lack of suppliers or subcontractors; or
- weather disruption, fire, flood or storm.

35. In the case of a Force Majeure Event, we will contact you to advise of an alternative course of action, where possible. The College shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations under our Contract with you and such mitigations may include, without limitation, altering timetables to reschedule postponed classes.

36. If a Force Majeure Event results in the complete inability to deliver your Program then you will be entitled to:

    - defer your Program, if you have not yet enrolled on to your Program; or
    - terminate your Program with immediate effect by contacting admissions@voguecollege.com. If you decide to terminate your Program, you will be entitled to a full or partial refund of Program Fees you have paid or other compensation depending on the circumstances and we will act reasonably in making a determination as to whether a full or partial refund of Program Fees or other compensation is due.

PROGRAM CHANGES, CANCELLATION AND SUSPENSION

Program Changes

37. If it reasonably considers it to be necessary, the College may make reasonable changes to the content, syllabus, mode of assessment, and/or timetable of your program which:
    - are not material to the overall learning outcomes of the program (for example, moving the timing of a particular module);
    - will benefit the training of you or other students (for example, enabling you or other students to benefit from additional classes with visiting professionals);
    - are caused by matters outside of our control, as set out above under 'Events Outside of Our Control'; and/or
    - are in order to comply with changes in the law or, as applicable, the instructions of higher education regulatory bodies, the validating university, and/or any professional/statutory body.

38. Where changes to be made to programs are not significant, the College will consult the affected students and will take all reasonable steps to notify you at the earliest opportunity, and to minimise any disruption to your studies.

39. The College defines 'significant changes' to a program of study as changes requiring full approval by the validating university, such as changes to the award, core modules or delivery mode. In the unlikely event that a program is changed significantly:
    - the College will consult the affected students and will take all reasonable steps to notify you at the earliest opportunity, and to minimise any disruption to your studies;
    - you will be entitled to withdraw from the Program by informing us of this intention in writing;
    - if you withdraw from your program, the College will refund Program Fees and deposits paid in accordance with the Refunds and Compensation Policy (please note that refunds may be calculated on a pro rata basis) and we will provide you with support and guidance in finding an alternative program either at the College or at another suitable provider.

Program Cancellation and Suspension

40. The College may cancel or suspend programs if there are insufficient numbers of student enrolments to make a program viable, or for any reason outside the College's control. Where relevant, the College's Student Protection Plan may apply. In the unlikely event that the College cancels or suspends your program:
    - the College will consult the affected students and will take all reasonable steps to notify you at the earliest opportunity, and to minimise any disruption to your studies;
    - the College will review the decision in accordance with the applicable Student Protection Plan to determine appropriate refunds of Program Fees and deposits paid (please note that refunds may be calculated on a pro rata basis) and;

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

FACE-TO-FACE INSTRUCTION

42. In the event that face-to-face teaching needs to be modified, reduced, or cancelled, due to health and safety concerns and government or other regulatory guidance and/or requirements, the College reserves the right to prioritise the continuity of teaching using remote online methods, with the aim of both ensuring that student learning outcomes continue to be met and the facilitation of timely completion of degree programs. If this

takes place, to the extent permitted by applicable law, 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

43. The College is committed to having an inclusive environment that facilitates disclosure of disability and gives all students the opportunity to realise their full potential and undertakes to make reasonable adjustments in order to accommodate them.
44. The College welcomes applications from students with disabilities and learning differences and undertakes to make reasonable adjustments in order to accommodate them. To be able to do this it is helpful if students let us know about any disabilities or learning differences they have as early as possible during the application process or email us at admissions@voguecollege.com. All discussions and information regarding a disability or learning difference are treated in a confidential manner and in accordance with the College's Privacy Policy.

INTERNATIONAL STUDENTS

45. If you are an international student who requires formal student visa entry clearance from the Spanish authorities to enter or remain in Spain for the purpose of undertaking study, there are obligations you must meet as a student at this College, described in the following sections.

46. When You Arrive At The College To Start Your Program Of Study:

- You will be invited to attend a face-to-face enrolment session which you must attend bringing with you your passport and your visa documentation for inspection. Only original documents will be accepted. The College is required to take and retain a copy of those documents for its records.
- You will not be able to fully enroll on your Program of study until you have passed a right to study check.
- If you do not have your full documentation you must still attend the face-to-face session and provide evidence of your progress with the visa process.
- Failure to produce the required documentation before the Program start date may lead to the cancellation of your place at the College and your non-compliance being reported to the Spanish immigration authorities.

47. During Your Program Of Study:

- You must inform the College of any changes to your personal and/or academic circumstances which might have an impact on your visa status, including any part-time employment during term time.
- Any change of your address, visa status or passport details must be reported promptly by you to the College by emailing admissions@voguecollege.com.
- You are responsible for ensuring that your visa remains valid from the commencement of and for the duration of your Program and that you apply for any necessary extension/renewal in good time.
- You will be expected to meet all the attendance and submission dates relevant to your Program of study.
- Failure to comply with these requirements may lead to your suspension from the College and ultimately the cancellation of your place on a Program at the College with your non-compliance being reported to the Spanish immigration authorities.

Insurance

48. International students are required to have adequate health, accident, disability, and hospitalization insurance to cover themselves during their time at the College. Students recognize and accept that no part of the Program Fees goes toward payment of such insurance and that the College has no obligation to provide such insurance.

PROGRAM LANGUAGE

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

STUDENT HANDBOOK & CODE OF CONDUCT

50. Acceptance of your offer of admission presumes an agreement to abide by the policies and follow the required procedures outlined in the College's Collegiate Student Handbook and our website. All students will be required to acknowledge that they have reviewed the contents of the Student Code of Conduct at the point of application. All students will be required to acknowledge that they have reviewed the contents of the Collegiate Student Handbook and agree to compliance during orientation.

51. If you fail to follow the College's Student Code of Conduct or policies, or behave in a threatening or aggressive manner, or in a way that adversely affects other students, the 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, the Fees will not be refunded.

52. Students understand that should they have legal or medical problems while they are enrolled at the College, they will attend to the matter personally and with their own funds. They accept that the College will not provide any personal or financial assistance.

ACCOMMODATION

53. Where an accommodation option is provided, Vogue College of Fashion will secure a limited number of housing accommodations for students participating in the Program (for an Accommodation Fee). This accommodation is provided on a first come, first served basis, and Program participants are therefore encouraged to indicate at the point of application if they wish to be provided accommodation. If the requested accommodation is available, Program participants will be billed accordingly. Accommodation if available is secured upon receipt of deposit payment.

54. If you opt into the Program accommodation provision, the College shall provide accommodation to you whilst you are in the Program, and you agree to abide by and comply with any and all rules and regulations of that residence. You must observe all rules and regulations regarding health and safety and security and do nothing to compromise your own or other residents' safety and security. You should also behave courteously to other residents, staff, and visitors at the accommodation. Please note that it is a requirement of the accommodation to leave the room in a clean and tidy state. If you do not comply with these requirements, you may be asked to leave the accommodation and the College shall have no further obligation to provide you with such accommodation or reimburse costs.

55. The College 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 College's premises, the overnight accommodation, or other third-party premises or goods during the Program.

56. If you do not specify you are opting into the Program accommodation provision at the point of offer, and do not secure the housing by completing full payment of Program Fees, the College has no obligation to provide your accommodation for the duration of your Program. If you wish to request housing provided by the College after you complete your application, you may contact admissions@voguecollege.com with this request; submitting a request does not guarantee it will be successful.

57. Students are required to abide by and comply with all Program regulations and expectations; alternative housing and its related circumstances (e.g., delays or cancellations to travel from your accommodation) do not constitute an academic mitigating circumstance. If you choose to live outside the accommodation provided by the College, you are subject to the rules and regulations of the College's provided accommodation with regards to guest policies (including overnight guests) and general access.

58. Students who opt not to reside in the accommodation provided by the College are required to provide their Madrid address and related contact information to the College; additional information required for visa compliance may also be requested.

PERMISSION TO USE PHOTOGRAPHIC IMAGES

Please note that the College may from time-to-time photograph or make audio or visual recordings of students or activities in which the students are engaged. As the student's image and voice constitute personal data and are protected under Spanish law, the use of such photographs or recordings by the College shall be subject to the student's separate, explicit and freely given consent, which will be requested by the College via a specific consent form.

PERSONAL DATA

59. The College may use your personal information in accordance with our Privacy Policy, which you can find here.

INTELLECTUAL PROPERTY

60. As a statement of general principle Vogue College of Fashion – Madrid 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.

61. All materials provided by the College in relation to the Program (and any intellectual property rights in the same) are and remain the property of the College or, in 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 the Program, including but not limited to information provided on the College's website, the College brochure, offer letters, course syllabi, and reading materials.

62. 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 the Program is not permitted without the prior written agreement of the College.

ASSUMPTION OF RISK

63. The views expressed and information provided by Program providers and staff of the College and all Program materials provided to you during your Program is 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.

64. You understand and agree that Program activities may involve known and unknown risks to the Student and Student's property and that the College cannot guarantee the safety of the 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

65. 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, for fraud or fraudulent misrepresentation, or in respect of any other liabilities which may not be lawfully excluded or restricted.

66. 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 loss or damage suffered by you that are a foreseeable result of our breach of these terms and conditions, and is limited to the extent that any such loss or damage is attributable to you or a third party that is not under our control. Our liability does not extend to any costs or expenses incurred by you or any person or organization in connection with travel, accommodation, reservations or other arrangements.

67. 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 on us. We recommend taking out insurance, as we do not provide any insurance cover to you.

COMPLAINTS

68. We aim to offer the highest levels of service during the admissions process and beyond. However, should you have a complaint regarding your College experience, you should follow the steps set out in the Student Complaints Procedure. The procedure sets out the College's informal and formal processes for considering complaints. The procedure is available here.

MISCELLANEOUS

69. 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.

70. 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.

71. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a

later date. For example, if you miss a payment but we continue to provide the Program(s), we can still require you to make the payment at a later date.

72. We may terminate your contract with us if we consider that you are in breach of any of these terms and conditions, which includes you persistently failing to comply with the Student Code of Conduct and the College's policies or failing to comply with them in a serious way.

GOVERNING LAW

73. 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 Spain and to the jurisdiction of the courts and tribunals of Madrid.
74. For students who qualify as consumers under EU or Spanish law, nothing in this clause affects your rights to bring proceedings in the courts of your country of habitual residence.