

Terms and Conditions
Downing College Super Curricular Programme
31 July – 12 August 2023

This contractual agreement is entered into as of the 23 of March 2023 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 Super Curricular Programme (hereafter “the guardian of the student”, “you” or “your”) and will be in effect from the date of the signing until 13 August 2023. The contract describes general procedures, conditions, and the roles and responsibilities of both parties for the implementation of the Downing Super Curricular Programme at Downing.

ARTICLE I
Downing Super Curricular Programme

1. Downing agrees to conduct a Super Curricular Programme for international students from across different schools. The Super Curricular Programme will be organised by the College, and it will be held for two weeks from either 31 July – 12 August 2023 at Downing.
2. The office directly responsible for the Super Curricular Programme will be Downing College, Cambridge.
3. The student on the Downing Super Curricular 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 Super Curricular Programme, and participants at this Super Curricular 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 Super Curricular Programme.

ARTICLE II
Responsibilities of Downing

In offering the Super Curricular Programme, Downing will provide the following:

1. **Accommodation and meals:** Downing will provide breakfast, lunch and dinner from Monday to Friday, weekend brunches in College facilities. Downing will provide accommodation (single occupancy) for all participating students in Downing student accommodation.
2. **Extra-curricular activities:** Downing’s Teaching Assistants will organise a number of optional evening and weekend leisure activities.
3. **Academic programme:** Downing will provide:
 - (a) **Personnel:** Downing will provide all necessary personnel including one Super Curricular Programmes Co-coordinator, Lecturers, and a number of Teaching Assistants. The Summer Programmes Co-ordinator for 2023 is Dr Kamran Yunus of Downing College.
 - (b) **Instruction:** The Super Curricular Programme will consist of at thirty five hours of teaching per week, consisting lectures and workshops, including transferable skills workshops and seminars.
 - (c) **Education and recreational facilities:** Participants in the Super Curricular Programme will have access

to classrooms, library resources, computer facilities, tennis courts, and gym facilities and other educational and recreational facilities of Downing in accordance with College policies.

- (d) **Orientation session:** The Super Curricular 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 Super Curricular Programme, the Summer Programmes Co-ordinator 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 Summer Programmes Co-ordinator on grades, reached after consultation with appropriate course personnel, will be binding as to grades awarded by Downing. Such decision shall be sent directly to each individual student.
- 4. **Administration:** The Summer Programmes Co-ordinator will be responsible for administering the Super Curricular Programme.
 - 5. **Intellectual property rights:** All intellectual property rights, for example, copyright, in all of the course materials which have been prepared for the Super Curricular 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 Super Curricular 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 either 13 August 2023, the sum of any deposit received, or
 - (b) in relation to loss or damage suffered by you after 13 August 2023 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 Super Curricular 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 Super Curricular 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 students 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 student's own for 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 by insurance. You and the student shall not do anything to bring Downing into disrepute.
5. **Super Curricular Programme fees:** You will be responsible for ensuring payment of the Super Curricular Programme Fees.
6. **Student selection:** No less than 10 days before the start of the Super Curricular 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 Super Curricular 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 Super Curricular Programme Fees are £8,500 (eight thousand, five hundred pounds sterling) for two weeks. If the guardian of the student requests in 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 Super Curricular 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 5 working days of being accepted on the Programme.
3. **Cancellation:**
 - (a) If you wish to cancel the student's place on the 2023 Super Curricular Programme without just cause before the start of the Super Curricular Programme, you shall forfeit the deposit of (50% of 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 Super Curricular Programme without just cause. The foregoing states the sole and exclusive liability of the student in the event that the Super Curricular 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 2023 Super Curricular Programme is cancelled without just cause by Downing before the start of the Super Curricular Programme, Downing will refund to the guardian of the student all the Super Curricular 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 a Super Curricular 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 Super Curricular 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 Super Curricular Programme Fees by 1 May 2023. In such event, Downing may cancel the student's place on the Super Curricular 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 Super Curricular 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 2023 Super Curricular Programme is cancelled with "just cause" by either party before the start of the Super Curricular Programme, Downing will refund to the guardian of the student all the Super Curricular Programme fees that Downing has received by the cancellation day, and neither party will be required to pay compensation.
- (g) If the 2023 Super Curricular Programme is cancelled by either party with just cause after the start of the Super Curricular 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 Super Curricular Programme was run prior to departure of the student, as compared to the total intended period of the Super Curricular Programme as referred to in **ARTICLE I Section 1**. Neither party shall cancel the 2023 Super Curricular 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 Super Curricular 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:



Gavin Flynn
Senior Bursar and Fellow

Guardian of the student
Participant on the Super Curricular
Programme

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

Date: