1. Introduction

1.1 These terms and conditions, together with your Business Proposal and our endorsement letter (copies of which are attached to these terms and conditions), form the agreement between (1) you, the above named Applicant (“you / your”) and (2) Oxford Brookes University (“the University”). Nothing in this Agreement shall create a partnership, as defined in the Partnership Act 1890 or otherwise, between you and the University.

1.2 Your Business Proposal has been reviewed by the University’s Commercial Review Panel and has been considered suitable to receive a letter of endorsement from the University supporting your application to United Kingdom Visas & Immigration or any successor body to its function (“UKVI”) for a Tier 1 Graduate Entrepreneur Visa.

1.3 The University’s total fee for processing your application, providing you with a mentor and regular monitoring of you and your Business Proposal, as required by UKVI, is £1,800 (£1500 plus VAT) / £2400 (£2000 plus VAT). The University will not issue its original endorsement letter until this fee has been paid in full. The fee is not refundable.

1.4 After receiving your letter of endorsement from the University you can apply to UKVI for your Tier 1 Graduate Entrepreneur visa (“the Visa”). If your application is successful, UKVI will issue you with a Visa, which is normally granted for 12 months. If you are unable to apply to transfer to a Tier 1 Entrepreneur visa within the initial period of your Visa, you may apply to the UKVI to extend your Visa for a further maximum period of 12 months. Your Visa extension application will require a separate letter of endorsement from the University. The University’s fee for processing your Visa extension application and providing you with a mentor and regular monitoring of you and your Business Proposal, as required by the UKVI, will be £1,800 / £2400.

1.5 The University reserves the right to amend these terms and conditions at any time to reflect changes to the UKVI Tier 1 Graduate Entrepreneur Visa Scheme.

1.6 It is your responsibility to ensure that you make a compliant application to the UKBA for a Tier 1 Graduate Entrepreneur visa. The University is not responsible for ensuring that your application to the UKBA is compliant.

2. The University’s Role as an Authorised Endorsing Body
2.1 In consideration for the University endorsing your Visa application and providing you with the above-named Mentor, you undertake to the University that you shall:
   a. use the University’s letter of endorsement for your Visa application only and you will not permit it to be used by any other person; and
   b. comply with all of the UKVI’s conditions of your Tier 1 (Graduate Entrepreneur) visa as notified to you by the UKVI from time to time; and
   c. attend meetings as requested by the University with the above-named Mentor. There will normally be at least 4 meetings during your Visa period:
      • an initial planning meeting to be held within 4 weeks of you receiving your Visa when a series of business objectives will be agreed with you; and
      • up to 4 other meetings spread over the duration of your Visa when the progress you have made will be reviewed and further objectives for your Business Proposal will be agreed; and
   d. supply your Mentor with all material evidence, financial reports and accounts required to demonstrate the success or otherwise of your Business Proposal; and
   e. notify the University in advance if you wish to significantly change your Business Plan. You will first speak to your Mentor who will discuss the changes with you. You must get your Mentor’s written agreement to your requested changes before you implement them and your Mentor may make conditions that they think are appropriate before giving their agreement. Please be aware that if your proposed changes are so substantial that your business will no longer be the business for which your application was made and the potential success of your business affected, the University may choose to withdraw its endorsement and inform the UKVI of the same; and
   f. complete a review questionnaire towards the end of your Visa period for the University’s monitoring purposes; and
   g. permit the University to use information about you and your Business Plan in its publicity and promotional material. This provision shall survive expiry of this Agreement and the University will consult with you prior to finalizing the materials.

2.2 The University reserves the right to change the mentor assigned to you at any time. Where it is necessary to change and assign you a new mentor, you will be informed in writing and given the new mentor’s contact details.

2.3 The University is not obliged to provide you with a business mentoring service that extends beyond the monitoring requirements laid down by UKVI and detailed at paragraph 2.1c above.

3. Termination

3.1 The University reserves the right to terminate this Agreement and its endorsement of your Visa application forthwith if:
   a. you do not comply with your obligations under this Agreement within a reasonable time period of being so requested by the University; and/or
   b. you fail to attend agreed meetings with your Mentor without good reason; and/or
   c. you materially breach a condition of this Agreement; and/or
   d. in the University’s reasonable opinion, you have provided misleading or inaccurate or incomplete information to the University, or you have acted in a misleading or negligent manner.

3.2 You acknowledge that if the University terminates this Agreement and withdraws its endorsement of your Visa pursuant to paragraph 3.1 above, the University must inform the UKVI of its decision which may result in the UKVI cancelling your Visa.

4. Duration
This Agreement commences on the date of your signature below and shall expire on the later of your being notified by the UKVI that your Visa application has been unsuccessful or the expiry date of your Visa.

5. **Data Protection Act 1998**

5.1 The University will process any personal data that you have provided to it in accordance with the Data Protection Act 1998 and will not share any such data with third parties unless the University is required or permitted to do so by law.

5.2 Notwithstanding paragraph 5.1 above, you acknowledge that in order for: (a) the University to provide you with the attached UKVI compliant endorsement letter; and (b) you to comply with your Visa requirements, the University must provide certain data to UKVI, including without limitation:
   a. your full name
   b. your date of birth
   c. your nationality
   d. your passport number
   e. details of any of your dependents
   f. information about your compliance or non-compliance with paragraphs 2.1c to 2.1e above
   g. reasons for any termination of this Agreement
   and you consent to the University providing this data to UKVI.

6. **Confidentiality**

Save where expressly stated otherwise in this Agreement, the University shall maintain all commercially sensitive information disclosed by you pursuant to paragraph 2.1 of this Agreement in confidence.

7. **Disclaimer**

Any information and advice given to you by the University and/or the Mentor is given in good faith and you agree that your use of such information and advice is at your own risk. Further, you agree that the University does not owe you a duty of care in this respect.

Signed: ……………………………….................  Dated:  ..............

I, the Applicant, have read and understood these terms and conditions and agree to abide by them.

Signed: .....................................................  Dated: ..............