

Terms and Conditions

| | | | |
|--|----------------|---|--|
| Designation number | LC017 | Title | Terms and Conditions |
| Current Version number | August 2020 v3 | Review date | August 2021 |
| Published on website | Yes | Related policies and/or procedures | Student Handbook Data Protection Policy and Procedures Tuition Fees and Funding Academic Offences Malpractice Policy Student Disciplinary Policy Complaints Policy Grievance Procedures Academic Appeals |
| Relation to QAA requirements (parts of code covered) | | | |
| Informed by UK Quality Code – Core Practices for Standards and Quality | | | |

Terms & Conditions

1.0 Introduction

- 1.1. These terms and conditions represent an agreement between the London College (“College”) and you, a prospective student.
- 1.2. By accepting the College’s offer of a place on a course, you accept these terms and conditions in full, which along with: your offer letter from the College including details of your: Offer, rules, regulations, policies and procedures located at <http://www.lcuck.ac.uk/?pg=Policies> the prospectus as at the date of the Offer, form the contract between you and the College in relation to your studies at the College (the “Contract”).
- 1.3. If you have any questions or concerns about these terms and conditions or the Contract, please contact the College’s Admissions Office on 0207243 4000 or by email: admissions@lcuck.ac.uk
- 1.4. Some courses may require you to agree to the terms and conditions of awarding and/or professional bodies i.e. University of Derby or Pearson UK. Details of these requirements are set out in the course information section of the website or handbooks or prospectus. By agreeing to these terms and conditions, you also agree to abide by any relevant awarding and/professional bodies’ terms and conditions.

- 1.5. If you do not act in accordance with the Contract, or if you do not meet our expectation that you will 'maintain a standard of conduct which is not harmful to the work, good order or good name of the College, we may take disciplinary action against you, under the Student Disciplinary Procedure which can be found at: <http://www.lcuck.ac.uk/?pg=Policies>. One of the possible outcomes of such an action is that your Contract with us may be terminated and you may be removed from your Course.
- 1.6. If you do not enroll during the induction week as specified on your offer letter, the College reserves the right to refuse to enroll you and withdraw you from your course (without liability). Students who are not enrolled are not entitled to attend classes and/or participate in assessments for any modules.
- 1.7. In the event of any conflict between a provision in these terms and conditions and the documents forming part of the Contract (including any professional bodies' terms and conditions (if applicable)), these terms and conditions shall take precedence.

2.0 Applications

- 2.1 In case of your application containing fraudulent information, material inaccuracies, or significant information omission(s), the College reserves the right to amend or withdraw your Offer, or terminate your registration at the College, according to the circumstances, without liability to you. In such circumstances any deposit paid by you will be retained by the College.
- 2.2 The Offer the College makes to you will be conditional or unconditional. If your Offer is conditional, the College will set out the conditions which you will need to fulfil in order to be admitted onto your chosen course of study.
- 2.3 In case of you having not met the conditions of your Offer before the date notified to you in your Offer or any other date notified to you, the College reserves the right to withdraw your Offer. If you fail to meet the conditions of your Offer the College will refund any deposit you have paid.
- 2.4 You may be required by the College to provide satisfactory evidence of your qualifications prior to enrolment. Failure to provide evidence satisfactory to the College may result in the termination of your Offer or your registration as a student of the College and the termination of the Contract.

3.0 Conditions of Admission and Enrolment

- 3.1 Your admission to the College, attendance on a course, and right to enjoy any of the College student privileges, including access to services and facilities, is subject to you complying with the terms of the Contract and enrolling with the College.
- 3.2 If your course lasts longer than one academic year, you must re-enrol at the start of each academic year of your course.

4.0 Fees

- 4.1 Information about course fees can be found at: <http://www.lcuck.ac.uk/?pg=current/fees>. If you accept an offer, you agree to pay all course fees (and other related expenses and costs), as and when they are due, in accordance with the payment terms agreed by you and us. If you fail to pay your course fees, as and when they are due, we reserve the right to withdraw you from your course (without liability to you).
- 4.2 The College reserves the right to increase course fees annually in line with the Retail Prices Index to take account of the College's increased costs of delivering educational services. If the College decides to increase your course fees, the College will notify you of this as soon as reasonably practicable.
- 4.3 Once you accept the conditional/unconditional offer letter and enrol with the College, you will be responsible to pay the tuition fees even if you rely on any form of student loans or sponsorship. You will be personally liable to pay your course fees if a sponsoring authority or Student Loans Company fails to do so.
- 4.4 In the event that your course fees have not been paid in full by their due date, the College shall be entitled, but not bound to, refuse to permit you to continue on your course of study and terminate the Contract (without incurring any liability to you).
- 4.5 The College reserves the right not to refund any fee paid after enrolment with the College. Any refund of tuition fees and or reduction in tuition fee liability is at the discretion of the College.
- 4.6 If a student is withdrawn/terminated from the course commencement date, the following levels of tuition fee are payable:

September Starters

| Liability Point | Fee Liability | Amount Refunded |
|--|---------------------|--------------------|
| Within 14 calendar days from enrolment or course start | 0% of yearly fees | 100% - full refund |
| After 14 days to the 1 st week in January of the academic year | 25% of yearly fees | 75% of yearly fees |
| From the 1 st week in January to 3 rd week in April of the academic year | 50% of yearly fees | 50% of yearly fees |
| After the 3 rd week in April of the academic year | 100% of yearly fees | 0% of yearly fees |

January Starters

| Liability Point | Fee Liability | Amount Refunded |
|--|---------------------|--------------------|
| Within 14 calendar days from enrolment or course start | 0% of yearly fees | 100% - full refund |
| After 14 days to 3 rd week in April of the academic year | 25% of yearly fees | 75% of yearly fees |
| From the 3 rd week in April to the 1 st week in September of the academic year | 50% of yearly fees | 50% of yearly fees |
| After the 1 st week in September of the academic year | 100% of yearly fees | 0% of yearly fees |

4.7 Further information on refund and compensation is provided in the college Refund and Compensation Policy available at <http://www.lcuck.ac.uk/?pg=Policies>

4.8 If you have any concerns regarding payment of fees or require further information about course fees (including the refund of course fees), please contact the Admissions department on 0207243 4000 or email at admissions@lcuck.ac.uk

5.0 Compensation

5.1 The college ensures that any changes of location are discussed in advance with student representatives and all affected students are given notice well in advance and advise students on how such changes will be undertaken.

5.2 Students who are affected by such changes will be automatically eligible for compensation relating to the increase in their travel costs. The college will not compensate students for any costs in relation to accommodation.

5.3 Students who have an increased travelling distance of over 5 miles will be eligible for compensation of an additional mileage incurred at a rate of 20p per mile for the days they travel to the college over the relevant teaching weeks during the academic year.

5.4 Students' traveling on public transport will be eligible for compensation for any additional charges incurred on their daily travel expenses for the days they travel to the college over the relevant teaching weeks during the academic year.

5.5 In the case where a student does not fully agree with any changes to a course, they may choose to leave the course and student will need to complete a Withdrawal Form. In most cases the student's fee liability date will be based on the date of receipt of the Withdrawal Form. However, in the unlikely event of a serious adverse effect on the student, the College will consider the fee liability on a case by case basis.

5.6 In the case of a course being discontinued without teaching out and if the student does not agree with any alternative arrangements offered, the College will fully refund the student's fees collected for that academic year of study. There will be no other compensation paid by the College.

5.7 In the case of a course being discontinued, instead of teaching out, and the student has agreed to commence or continue another course at the College, the College will ensure that there will be no additional tuition fee burden on the student. If the student had to transfer to another provider to complete the same or a similar course, the College will facilitate adequate support so that student is able to apply for exemptions for the credits already achieved.

6.0 Changes to a Course

6.1 Course changes may take place between the offer of place and your subsequent registration with the College circumstances beyond the College's reasonable control. In such cases it may be necessary to vary the terms or content of the course or services described in the website or handbooks or prospectus.

6.2 The College will take all reasonable measures to ensure that changes are kept to a minimum. However in the event of any significant changes to the terms of the Contract or your course before the student enrolls, the College shall bring these to their attention as soon as reasonably practical.

6.3 In case the student believes that the proposed changes will affect them prejudicially, they may either cancel the Contract and withdraw from the course without any liability to the College for course fees or transfer to such other course (if any) as may be offered by the College for which the student is qualified.

6.4 Course withdrawals prior to registration:

6.4.1 The College will take all reasonable measures to deliver all courses described in the prospectus. In the event of insufficient enrolments to continue offering a course or module, the College may be constrained to cancel the course or module.

6.4.2 If you have received an offer for any course described in the prospectus which the College discontinues prior to you registering at the College, the College will notify you as soon as possible and will use reasonable measures to provide a suitable alternative course for which you are qualified.

6.4.3 If you are unhappy with the alternative course provided by the College or if the College is unable to provide a suitable replacement course, you may cancel the Contract and withdraw from the course without any liability for course fees.

6.5 Course changes / withdrawal after registration:

6.5.1 Once you have registered/enrolled as a student of the College the College will use take reasonable measures to deliver your course as per the terms of the Contract,

6.5.2 If for reasons outside of the College's control the College is forced to discontinue your course, the College will notify you as soon as possible and use reasonable measures to transfer you to a suitable alternative course for which you are

qualified.

6.5.3 If you are unhappy with the alternative course provided by the College or if the College is unable to provide a suitable replacement course, you may cancel the Contract and withdraw from the course without incurring any further liability for course fees and you shall be entitled to a refund of all course fees paid to date.

6.6 If a student chooses to cancel the Contract (and withdraw from the course) in accordance, the College will take reasonable measures to assist in finding an alternative comparable course with another Higher Education provider in the UK.

7.0 Education Provision

7.1 The College will ensure that the courses are delivered with reasonable care and skill and that the academic requirements of the course are clearly explained to the student.

7.2 The student is expected to undertake all efforts to meet the academic requirements of the course in accordance with the terms of the Contract, including submission of coursework, attendance at examinations and lectures, seminars and any other teaching sessions provided by the College.

7.3 If the student does not act in accordance with this Contract, or any of the documents referred to in it, the College may take disciplinary action against the student under the Student Disciplinary Procedure which can be found at <http://www.lcuck.ac.uk/?pg=Policies>

8.0 Complaints Procedure

8.1 In case of any complaints about the College, students are required to follow the College's Complaints Procedure which can be found at <http://www.lcuck.ac.uk/?pg=Policies>. This policy outlines the steps to assist students to resolve any complaints promptly, fairly and amicably as possible.

8.2 Should a student not be fully satisfied by the outcome of the Complaints Procedure, there may be a right of further appeal to the Office of the Independent Adjudicator for Higher Education. See [OIA web address] for further details.

9.0 Termination

9.1 The College reserves the right to terminate the Contract and exclude the student from the College under the following conditions:

9.1.1 In case of willful and persistent neglect of academic work to such an extent that there is no reasonable possibility of duly performing the work of the course or being able to proceed to the next stage of the course.

9.1.2 In the case of not complying with the progression requirements on the course and final award are not guaranteed and are dependent upon the academic performance;

9.1.3 In the case of non-registration, non-payment of course fees, or for inadequate attendance or academic performance on your course, in line with the relevant College policies and procedures.

9.2 If a student has been excluded from the College, they will no longer be entitled to attend lectures, classes or seminars, use the College's facilities or services, submit assessments, take tests/examinations, or proceed to any degree, diploma or other award of the College.

10.0 Liability

10.1 Whilst the College takes all reasonable care to ensure the safety and security of its students whilst on the College's campus, the College cannot accept responsibility, and expressly excludes liability, for loss or damage to the student's personal property (including computer equipment and software). The students are advised to insure their property against theft and other risks.

10.2 The College shall not be held responsible for any injury to the student (financial or otherwise), or for any damage to the student's property, caused by another student, or by any person who is not an employee or authorised representative of the College.

10.3 The College shall not be liable for failure to perform any obligations under the Contract if such failure is caused by any act or event beyond the College's reasonable control including Acts of God, war, terrorism, industrial disputes (including disputes involving the College's employees), fire, flood, storm and national emergencies ("Force Majeure Event"). If the College is the subject of a Force Majeure Event, it will take all reasonable steps to minimize the disruption to student's studies.

10.4 Nothing in these terms and conditions shall limit the College's liability to the students for fraud or willful default or for death or personal injury caused by the College's negligence. Subject to the foregoing sentence, the College shall not under any circumstances whatsoever be liable to the students for any special, indirect or consequential losses.

11.0 Data Protection

11.1 The College holds information about all applicants to the College and all students at the College. The College uses the information provided by applicants and/or students to administer applications; and to compile statistics about applicants and/or students that may be published or passed to regulatory bodies. Please refer to the Data protection Policy available at: <http://www.lcuck.ac.uk/?pg=Policies>

12.0 Information Sharing

12.1 In the case of a successful application to the College, the information will be used as follows:–

12.1.1 to deliver the course and provide educational service, to administer studies, to provide student with College facilities and services, to monitor student performance and attendance, to provide student with support, to conduct research and to identify ways to enhance our business provision including learning, teaching, assessment and the broader student experience;

12.1.2 to send communications to the student;

- 12.1.3 to process any payments made by you to the College;
- 12.1.4 for credit scoring, credit assessment, debt tracing or fraud and money- laundering prevention and the College may disclose this information or data about the student to credit reference agencies or other credit assessment, debt tracing or fraud prevention organisations;
- 12.1.5 for legal, personnel, administrative and management purposes and including the processing of any sensitive personal data (as defined in the Data Protection Act 2018) relating to the student, which may include, as appropriate: information about physical or mental health or condition in order to monitor leave from study or extenuating circumstances and take decisions as to the fitness for study or for other uses as may be required by law; and
- 12.1.6 for other activities that fall within the pursuit of the College's legitimate interests (including the development and maintenance of an Alumni course).

12.2 In certain circumstances the College may be under a duty to disclose or share personal data in order to comply with any legal or regulatory obligation, and to protect the College's rights, property, or safety of our employees, students or others.

12.3 The College will only process personal data in accordance with

- 12.3.1 the specific purposes listed above;
- 12.3.2 the College's Data Protection Notice and Privacy Policy (as amended from time to time); and/or
- 12.3.3 otherwise as permitted by the Data Protection Act 2018 and GDPR 2016.

12.4 By submitting the application form and/or accepting the Offer, the student consents to the College using her or his personal data.

12.5 The College has a legal obligation to share information with professional, statutory and regulatory bodies such as Department for Education (DfE), Office for Students (OfS), Student Loans Company (SLC), UCAS, Higher Education Statistics Agency (HESA), Office of the Independent Adjudicator (OIA) and University of Derby or Pearson Education as appropriate.

13.0 Intellectual Property

13.1 The student shall own any intellectual property they generate and provide to the College during the course including, without limitation, the content of presentation, course materials, examination scripts and assignments, for where the College has clearly indicated to the student prior to engagement in an activity that any intellectual property generated by such activity will belong to the College.

14.0 General

14.1 The terms of the Contract shall only be enforceable by the student and the College.

14.2 The Contract constitutes the entire agreement between the student and the College in relation to its subject matter.

- 14.3 No failure or delay by the College or the student to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the exercise of that or any other right or remedy.
- 14.4 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of the Contract.
- 14.5 The courts in England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in relation to the Contract and that in any such proceedings these terms and conditions and the Contract into which they are incorporated will be governed by and interpreted in accordance with the laws of England and Wales.