

**The College of Legal Practice
Student Contract**

1. Introduction

- 1.1. When you accept an offer from The College of Legal Practice ('the College') you are entering into a legally binding contract with the College. You are also confirming that you agree to these terms and conditions and so it is important that you read and understand this document.
- 1.2. Before you apply for a place or accept the offer of a place at the College you should familiarise yourself not only with this document but with the prospectus, regulations and policies which together make up your contract information. You may also wish to refer to the Student Protection Plan which gives details of how the College would handle major incidents or risks to the continuation of our business. These documents are available on the College's [website](#). If there are parts of this contract or wider documentation which you do not understand, please ensure that you contact Student Services via studentsupport@collegalpractice.com.
- 1.3. You should keep a copy of this Student Contract for your own records.
- 1.4. This contract is reviewed and updated annually. Where your period of study goes across two academic years you will be notified of updates to this contract.

2. Your obligations

- 2.1. By accepting a place on a programme of study at the College, you are agreeing to make yourself aware of and comply with the following:
 - 2.1.1 all published College policies which are published on our [website](#) and updated periodically;
 - 2.1.2 all rules and regulations relating to your programme of study. These are located contained in the Programme Handbook and include *inter alia* matters relating to attendance, disciplinary rules, IT, assessment rules, assessment regulations and appeals;
 - 2.1.3 any requirements of a relevant regulatory or accrediting body (where applicable), including relating to obtaining membership, compliance with character and suitability criteria and disclosure of criminal convictions;

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3. Registration and Enrolment

- 3.1. Except where otherwise provided for by the College, an application for enrolment must be made in accordance with the policy and procedures of the College. Entry to a Programme is based on specific published entry criteria and decisions regarding student selection will be in accordance with the published admissions criteria. The College reserves the right to vary the admissions criteria from time to time.
- 3.2. At the time of application in your Programme you may be asked to provide to the College a transcript (original or certified copy) of your academic results and all other required supporting documents. Failure to meet the requirements of this paragraph and any other consequences relating to student non-compliance with College policies and procedures, may prevent or delay enrolment.
- 3.3. The College will not accept you into a Programme if you, have not satisfied all the requirements which are a prerequisite for admission to the Programme.
- 3.4. You must complete and lodge an application for enrolment before the last day to apply as specified, unless you have been granted permission by the College to submit a late application for enrolment.
- 3.5. Once you have accepted a place on a course offered to you by College, you must pay the tuition fee as directed by the Fee Schedule.
- 3.6. You are deemed to be a student of the College while you are yet to complete the Programme.
- 3.7. You will cease to be a student of the College if:
 - 3.7.1 you withdraw from a Programme; or
 - 3.7.2 you abandon or are excluded from a Programme. You are taken to have abandoned the Programme if you have not completed the Programme requirements and the Maximum Permissible Period has expired as outlined in the Quality Assurance and Assessment Regulations.
- 3.8 The College may terminate (or temporarily suspend pending further investigation) your enrolment in a Programme or participation in a Programme where:
 - 3.8.1 it is discovered that you made false statements (or omitted significant information) as part of the application and registration process;

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- 3.8.2 that following formal internal procedures, a College Disciplinary Panel determines that a breach of the Student Charter and Code of Conduct requires your registration as a student of the College to be removed;
- 3.8.3 that following a Fitness to Study procedure you can no longer study at the College;
- 3.8.4 for any other reason outlined in the Quality Assurance and Assessment Regulations.

4. Fees

- 4.1. Once your application for enrolment in a Programme or Module is accepted by the College, you must pay the advertised tuition fee to secure your place;
- 4.2. If you cancel during the "cooling off period" (within 14 days of acceptance) and before the course start date, you will not be liable for the Tuition Fee and the deposit if requested will be refunded.
- 4.3. In line with our Refund and Compensation Policy, all applications for withdrawals, transfers or refunds should be made in writing to Student Services via studentsupport@collegalpractice.com.
- 4.4. Nothing in these rules removes the right to take further action under applicable consumer protection laws.
- 4.5. In addition to the listed tuition fee you may be required to pay some additional costs related to your course. Additional costs may include additional course materials and miscellaneous expenses. Where these apply, they have been notified to you in advance as part of the pre-contract information during the application process.

5. Academic and professional study

- 5.1. You agree as part of this Contract to:
 - 5.1.1 participate fully in your programme. This includes, attending and taking part in virtual teaching classes and activities, and undertaking assessment within set deadlines;
 - 5.1.2 notify the College and provide reasons if you are unable to attend or submit assessment, in accordance with the Exceptional Circumstances Policy;

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5.1.3 not seek to obtain, or assist another student in obtaining, an unfair advantage over other students in relation to their programme of study,

5.1.4 consent to recording of any educational activities (such as online lectures, blended activity and other remote delivery). You do retain the right to opt out of appearing in any recordings in the interest of privacy and safety. You must not share the contents of any educational online delivery with any third party;

5.1.5 adhere to the Student Charter and Code of Conduct.

5.2 It is recognised that the professional nature of our programmes of study often mean that you will have legitimate competing demands on your time. That said, you are expected to manage your own learning which includes attendance in scheduled teaching and spending sufficient time undertaking private study and completing assessments in a timely manner.

6. Communications between you and the College

6.1. Once you have enrolled, the College will contact you about your course (timetables, assessments, administration, etc.) and your studies (this will include how to make the most of your time at the College)..

6.2. It is essential that you immediately inform the College where there are any changes to your personal details (including name, postal address and email address).

7. Students with additional needs

7.1. If you have a disability you are encouraged to disclose this early so that support and/or accessibility requirements can be considered in an effective and timely manner.

7.2. The College will make reasonable adjustments to its provision of education to ensure that applicants and students are not disadvantaged and will take reasonable and proportionate steps to ensure that adjustments are planned, provided in advance and in anticipation of disabled people requiring support. That said, extremely rare cases may arise where it would not be reasonable for the College to make adjustments for a particular applicant or student. In such circumstances, the College may not be able to offer you a place or may need to terminate your registration.

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8. Changes to your programme of study

8.1. Programmes of study are subject to review and development on an ongoing basis and changes may sometimes be necessary, for example to ensure that the programme content is up to date and relevant or to comply with the requirements of professional or accrediting bodies or as a result of student feedback or external examiner reports. The College will normally only make changes where it considers it necessary to do so or is in the best interests of students and so changes may therefore be made to:

- 8.1.1 the content and syllabus of programmes, including in relation to placements;
- 8.1.2 the timetable, location or online delivery method and number of classes;
- 8.1.3 the content or method of delivery of programmes of study; and
- 8.1.4 the assessment method.

8.2. Despite taking all reasonable steps to prevent them occurring, circumstances beyond the control of the College may mean that it cannot provide such educational services. Examples of such circumstances include:

- 8.2.1 unexpected departure of key members of College staff;
- 8.2.2 acts of God;
- 8.2.3 terrorism, war, pandemics or national emergencies;
- 8.2.4 fire or flood;
- 8.2.5 power failure;
- 8.2.6 damage to buildings or equipment;
- 8.2.7 the acts of any governmental or local authority.

8.3 In these circumstances, the College will take all reasonable steps to minimise the resulting disruption to those services to affected students, by, for example, offering affected students the chance to move to another course or institution, or by delivering a modified version of the same course. Neither the College nor the applicant/student however will be liable to the other for loss or damage under, or for continued compliance with, the contract arising from matters

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outside the party's control and which could not have been foreseen or prevented even if that party had taken reasonable care.

- 8.4 In rare and exceptional circumstances, the College reserves the right to cease to continue to offer any Programme. In these circumstances, the College's Student Protection Plan will be initiated. This ensures that appropriate arrangements relating to tuition, academic quality and standards are in place until current students have completed the course.
- 8.5 If the College withdraws a course that you have applied for or accepted an offer on because the numbers recruited to it are so low that it would not be possible to deliver an appropriate quality of education for students registered on it or due to removal of any accreditation the College will use reasonable endeavours to offer you an alternative arrangement such as a place on a different course or a refund of your Tuition Fee if already paid.

9. Personal data and security

- 9.1. The College of Legal Practice is registered as a data controller with the Office of the Information Commissioner, and collects and processes information about students under the terms of this contract for teaching, research and administrative purposes. By entering into this contract, you understand that the College will process your personal data in order for the College to meet its obligations in this regard as outlined in the College's Privacy Policy.
- 9.2. Personal data includes but is not limited to your student records, application data, assessment marks, attendance data, accessing learning materials and financial data.
- 9.3. The College recognises the importance of the protection of personal data and will process your personal data in accordance with relevant data protection legislation, and our Privacy Policy. You can raise any queries relating to the processing of your personal data with the College's Chief Operations Director at pliver@collegalpractice.com.

10. Health and Safety and IT

- 10.1 The College of Legal Practice offers programmes courses exclusively online. As such, your attendance at College premises will not be required.
- 10.2 You are reminded however about the importance of a suitable work space at home or work in order to complete your academic work. The College of Legal Practice accepts no liability for any deficiencies in your workstation/computer leading to a decrease of your wellbeing. The College will provide you with a minimum technical specification for your workstation and connectivity requirements.

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- 10.3 In addition, students connecting to the College network do so on the basis that they accept all risks associated with the connection (e.g. virus attack) and that the College accepts no liability, save for loss or damage caused directly by the negligence or breach of contract by the College or its staff, and provided always that the College accepts no liability for any indirect and consequential losses.

11. If things go wrong

- 11.1 If you wish to make a complaint against the College, please use the Student Complaints Policy and Procedure.
- 11.2 If you remain dissatisfied after following the Student Complaints Policy and Procedure to completion, you have the right to ask the [Office of the Independent Adjudicator for Higher Education](#) (OIA) to review the complaint.
- 11.3 The College may take action against you under the Student Disciplinary Regulations, and Fitness to Study Policy, if you do not act in accordance with the terms set out in this Contract, or with any of the College's rules and regulations in force at any given time. You agree that all relevant staff will be advised of the outcome. One of the possible outcomes of disciplinary action is that your registration at the College may be terminated.

12. General

- 11.2 If any provision of this agreement is or becomes void, illegal, invalid or unenforceable, that shall not affect the legality, validity or enforceability of the other provisions.
- 11.3 These terms and conditions and the documents referred to in this document override any other communication, document or representation made by us, either in writing or orally. These terms and conditions are the entire understanding between you and us about your programme of study and replace any other undertakings or representations.
- 11.4 This agreement is personal to you; you are prohibited from assigning or transferring it or any of the rights and obligations under it to a third party.
- 11.5 Failure to enforce any of the provisions of this agreement will not constitute a waiver of any provision and will not affect our right to enforce that or any other provision.
- 11.6 The relationship between us shall be governed by and in accordance with the laws of England and Wales and both parties agree to submit to the non-exclusive jurisdiction of the Courts of England and Wales.

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