

# STUDENT TERMS AND CONDITIONS

**Effective 01 August 2025** 



## 1 Introduction

- 1.1 These terms and conditions, and any procedures or policies referred to in them, govern the relationship between you and The College of Legal Practice Limited (the "College" or "we" or "us" or "our") and sets out the contract terms between us for the provision of educational services (the "Terms and Conditions"). These Terms and Conditions apply to your studies on a programme, but also to the extent you study on a module only.
- 1.2 The College of Legal Practice Limited is a private company limited by shares incorporated in England and Wales with registered number 11734212.
- 1.3 By accepting the College's offer of a place on a programme or a module, you accept these Terms and Conditions, which along with:
  - 1.3.1 your offer letter or email, the "offer letter"; and
  - 1.3.2 the Academic Regulatory Framework; and
  - 1.3.3 the programme prospectus; and
  - 1.3.4 any other document or policy referred to in these Terms and Conditions, form the contract between you and the College, the "Contract".
- 1.4 It is important that you read these Terms and Conditions carefully before accepting an offer of a place on the College's modules or programmes. If there is any part of these Terms and Conditions that you have questions or concerns about please email <a href="mailto:studentsupport@collegalpractice.com">studentsupport@collegalpractice.com</a>.
- 1.5 If there is any inconsistency between any of the provisions in this document and the provisions of any other document forming part of the Terms and Conditions, the provisions of these Terms and Conditions shall prevail.

# 2 Accessibility

2.1 If you require these documents in another format please contact: <a href="mailto:studentsupport@collegalpractice.com">studentsupport@collegalpractice.com</a>

## 3 Enrolment

- 3.1 At enrolment, you must meet the admissions criteria and submit documentary evidence of your undergraduate qualifications and/or work experience as set out in the admission criteria for the programme or module you're applying for.
- 3.2 For enrolment purposes the College will accept a scanned copy of:
  - 3.2.1 an original or certified copy of your academic transcript from the university conferring your degree; and
  - 3.2.2 an original or certified copy of your qualification certificate (testamur) from your university; or
  - 3.2.3 an original or certified letter from the Dean of the faculty or equivalent of your university certifying the completion of your qualification.



- 3.2.4 If you cannot provide a scanned copy, an electronic version in jpg or pdf is acceptable.
- 3.3 If you provide a scanned or electronic academic transcript or testamur, you consent to our staff checking the qualifications with the university, using the university verification service websites. If the verification confirms the degree, we will attach this confirmation to your student file and manage it in line with our <u>Privacy Policy</u>.
- 3.4 Failure to provide such documentary evidence at enrolment to our reasonable satisfaction may delay your registration at the College, resulting in the withdrawal or termination of your offer, and/or the termination of the Contract. We will verify the authenticity of documentation required to evidence your qualifications as appropriate.
- 3.5 The assessment of the amount of academic credit to be granted in particular programmes in the enrolment process shall be determined by the College through the framework set out in the Academic Regulatory Framework.

## 4 Offer

- 4.1 By accepting an offer of a place at the College you are entering into an agreement with us in accordance with these Terms and Conditions.
- The offer we make to you is subject to you satisfying the academic requirements for admission set out in the Programme Prospectus and on the website. The offer may be conditional or unconditional. If the offer is conditional, we will set out the conditions you need to fulfil in order to be admitted to the programme or module in your offer letter. If you have not fulfilled the conditions of your offer before the date notified to you in the offer prior to the start of the programme or module, we reserve the right to withdraw the offer.
- 4.3 We may withdraw or amend any offer before it is accepted, without liability to you. Examples of where we may do this include:
  - 4.3.1 if we discover that your application contains material inaccuracies or fraudulent information or if you are found to have omitted key information from your application; and/or
  - 4.3.2 in line with paragraph 4.2 above, where you fail to fulfil the conditions of your offer before the date notified to you in the offer letter prior to the start of the programme or module.
- 4.4 Once you have successfully registered at the College, you must pay the tuition fees, as set out below.

#### 5 Tuition Fees

5.1 Once you have successfully registered at the College you must pay the tuition fees as and when they fall due. The tuition fees applicable to your programme or module and the payment terms are set out on the <u>Fee Schedule</u> and will be highlighted to you in an invoice when you accept a place of study at the College.



- There may be additional costs relating to your programme or module which you agree to pay to the College or to a relevant third party (as appropriate). Additional costs include, but are not limited to, costs relating to computers, IT equipment, compulsory texts, travel, materials, and printing costs. Where this is the case we will make this clear in the programme information provided to you when you are made an offer.
- 5.3 We reserve the right to increase tuition fees for our programmes. Any fee changes shall take effect for the next scheduled delivery of the programme or module. For the avoidance of doubt, students who have already confirmed their registration on a future delivery of a programme or module shall be charged the tuition fee in effect at the time they accepted the offer.
- 5.4 If we choose to increase your fees in accordance with paragraph 5.3, we will be doing so for one or more of the following reasons:
  - 5.4.1 a requirement to further invest in the College's services/facilities;
  - 5.4.2 a requirement to enhance the quality of the student learning experience; or
  - 5.4.3 in order to manage inflationary rises in operational costs.
- 5.5 If you fail to pay your tuition fees as and when they fall due, we reserve the right to withdraw you from your programme or module (without further liability to you) and seek to recover any debts. You may not be allowed to register on to future programmes or modules if you are withdrawn with an outstanding unpaid balance or, if you have already registered for a future programme or module, your enrolment may be cancelled.
- 5.6 If you do not pay your tuition fees as and when they are due, we reserve the right to:
  - 5.6.1 prohibit you from sitting examinations/submitting coursework;
  - 5.6.2 prohibit you from using the College's online programme content and / or discussion forums;
  - 5.6.3 prohibit you from attending online classes;
  - 5.6.4 withhold your results;
  - 5.6.5 not issue any programme or module certificates or awards; and/or
  - 5.6.6 refuse enrolment on future modules.
- 5.7 In the event that a third-party sponsor has agreed to pay all or part of your tuition fees, you remain liable for the payment of the tuition fees and you should make arrangements to ensure that the tuition fees have been paid by your third-party sponsor.
- Unless otherwise agreed by us, all fees must be paid by the deadline set out within the invoice sent to you when you accept a place and enrol on a programme or module. We reserve the right to charge interest at a rate of 2% per year above the Bank of England base rate, accruing on a day-to-day basis on tuition fees and other amounts due which are unpaid after such time.

# 6 Deposits

6.1 If you are applying to study on a programme or module, you will be required to pay a deposit upon enrolment. If you do not pay the deposit in accordance with the payment



- terms advised in your enrolment confirmation email, your enrolment may be withdrawn without further notice. It is therefore essential that you have funding for your deposit in place before you apply to the College.
- 6.2 Any deposit you pay is non-refundable (outside of the Cooling Off Period) and will be offset against the balance of tuition fees owed to the College. The deposit required and information on how to pay can be found in your enrolment confirmation email.

## 7 Your Obligations

- 7.1 You agree to fulfil all the academic requirements of your programme or module in accordance with the Contract including, but not limited to, submission of tasks and activities within the programme or module, attendance at assessments, attendance at workshops and tutor-led classes and any other such teaching forums provided by us.
- 7.2 You agree to familiarise yourself with and adhere to the College's rules, regulations and policies as set out in the Academic Regulatory Framework, including not to seek to obtain or assist another student in obtaining an unfair advantage over other students in relation to their programme or module of study.
- 7.3 You agree for any online sessions to be recorded for the College's use only in line with the College's **Privacy Policy**.

## 8 Our Obligations

- 8.1 We shall deliver your programme or module with reasonable care and skill and as described in the relevant programme prospectus and programme specification in all material respects.
- 8.2 We shall deliver your programme or module online using one or more distance learning methods.
- 8.3 We shall provide you with access to the necessary materials and resources in order for you to undertake your programme or module.

# 9 Your Right to Cancel

- 9.1 You have the right to cancel the Contract within fourteen (14) days after the date on which you accepted the offer of a place onto your programme or module (the "Cooling Off Period").
- 9.2 To cancel the Contract, you may give us written notice of your cancellation by completing the <u>Cancellation Form</u>, and by sending this to Student Services: <u>studentsupport@collegalpractice.com</u>.
- 9.3 Save for where a programme or module starts during the Cooling Off Period, if any payment has been made to us and you subsequently cancel the Contract pursuant to your right to cancel as set out in paragraph 9.1, we will provide you or the person who has made such payment (as the case may be) with a full refund (including any deposit) as



soon as reasonably possible but in any event within 14 days of the College receiving notice of your cancellation. We will make the refund using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. Where you start a programme or module within the Cooling Off Period, because for example you have accepted your place late, the College reserves the right to keep reasonable costs associated with the service that you have received within the Cooling Off Period.

9.4 You may terminate the Contract after the expiry of the fourteen (14) day period referred to in paragraph 9.1, but in such case, you must do so in accordance with sections 10 or 12 of these Terms and Conditions.

## 10 Abandonment, Deferral, Withdrawal and Readmission

#### **Abandonment and Leave of Absence**

- 10.1 Subject to paragraph 10.2, you are deemed to have abandoned your module or programme if you repeatedly fail to submit assignments or your engagement falls below the standards set out in the Academic Regulatory Framework so as to reasonably justify the opinion that you no longer have the intention or ability to complete your module or programme.
- 10.2 Paragraph 10.1 does not apply where you have obtained the College's approval to continue your studies or you have successfully applied for a Leave of Absence or Deferral.
- 10.3 Where you are deemed to have abandoned your programme or module without successfully applying for a Leave of Absence or Deferral, you are still liable for the payment of fees in line with the Fee Schedule. For the avoidance of doubt, all instalments are non-refundable after the instalment due date has passed. Where a student pays for their studies in full and is later considered to have abandoned their programme or module, they can receive a refund for any payments not yet due, as per the instalment schedule, for instalment dates falling after they were considered to have abandoned their programme or module. See our Refund and Compensation Policy for more information.
- 10.4 A "Leave of Absence" is a pause or break in study, after study has commenced. A Leave of Absence will be considered in line with the Leave of Absence Policy.
- 10.5 A Leave of Absence can be for a maximum of 12 months. Applications will be considered and approved or rejected by the Student Services Team and all such applications must be accompanied by supporting documents (where applicable).
- 10.6 A Leave of Absence does not affect any other status regarding rights of withdrawal.
- 10.7 The successful outcome of a Leave of Absence application would be to defer your place to a later intake of the same programme/module. See our Leave of Absence Policy for more information.

#### **Transfers**

10.8 Subject to 10.12 and 10.13, you may apply to transfer to another module or programme if your application for a transfer is received before the module or programme start date. If



- the request for transfer is received before a module or programme starts, any payments made will be credited to your new module or programme.
- 10.9 Subject to 10.12 and 10.13, If you request a transfer to another module or programme after your module or programme has started, but within the first two weeks after the start date, you will incur a £100 Programme Change Fee. The transfer will only be facilitated after this fee is paid.
- 10.10 If you request a transfer to another module or programme after your module or programme has started, between weeks 2 and 4, you will incur a £250 Programme Change Fee. The transfer will only be facilitated after this fee is paid.
- 10.11 Any requests to transfer to a later programme or module received after week 4 of the programme or module will be rejected.
- 10.12 You may only transfer once. Should you wish to transfer one further time, an application will need to be made to <a href="mailto:studentsupport@collegalpractice.com">studentsupport@collegalpractice.com</a> setting out your reasons for requesting a further transfer. The Student Services Team may accept or reject your request and the decision will be communicated to you. There is no guarantee of an additional transfer.
- 10.13 You can request to transfer to another programme or module by contacting the College via <a href="mailto:studentsupport@collegalpractice.com">studentsupport@collegalpractice.com</a>. Any applications that are received after the deadlines set out above will be rejected and you will be required to re-apply for the intake you wish to move to, being liable for full programme or module fees once again.
- 10.14 If your transfer application is accepted, you may commence the programme and/or module at any intake falling in the 12 months after your transfer. You must select a new intake date at the point of transfer for the transfer to be processed.
- 10.15 Where you have applied to transfer your programme or module and the application has been accepted, your existing Contract will be amended to reflect the transfer meaning that you will not be subject to a new cancellation and Cooling Off period. Unless expressed otherwise to you, a transfer to another programme or module will not form a new Contract between you and the College.
- 10.16 Where you have transferred, your Fee Schedule will be updated to match your new programme or module dates. However, previously paid instalments are non-refundable if the original instalment due date has passed; for the avoidance of doubt, instalments paid against the original Fee Schedule will not be refunded after the original due date has passed, but will be carried over to cover the fees of the new programme or module. Remaining outstanding programme or module fees are then due in line with the Fee Schedule for the new programme or module, which will be communicated to you in an invoice when the transfer is processed.

#### Withdrawal

10.17 If you wish to withdraw from a module or programme, you must notify the College via <a href="mailto:studentsupport@collegalpractice.com">studentsupport@collegalpractice.com</a> outlining your reasons for withdrawal. In all cases the date of receipt by the College of any email will be taken as the date of notification.



- 10.18 Save for where your withdrawal is following a transfer (see paragraphs 10.8–10.16), if you notify the College at least 14 calendar days before the Programme Start Date of the module/programme from which you wish to withdraw, you will receive a full refund of the tuition fee (excluding any deposit, which remains non-refundable outside of the Cooling Off Period). Save for where you withdraw in accordance with section 12, if you notify your withdrawal from a module or programme at any other time, the tuition fee costs will be adjusted in line with the Fee Schedule. The adjusted fee amount will depend on the relevant liability as determined by the effective date of the change and the associated fee as set out in the Fee Schedule. Where you withdraw from a programme or module following a transfer, the provision set out in paragraphs 10.8–10.16 will apply. This does not affect your right to cancellation as set out in section 9.
- 10.19 All refunds will be processed in accordance with the College's Refund and Compensation Policy.

#### Re-admission to the College

- 10.20 If you:
  - 10.20.1 withdraw from;
  - 10.20.2 abandon;
  - 10.20.3 have been excluded from; or
  - 10.20.4 had your enrolment terminated in the programme or module, and you wish to be re-enrolled

you must apply to the College and be selected for admission in the same way as those who have not previously been students of the College. You must pay all fees for the programme or module in which you seek readmission.

## 11 The College's Right to Terminate

- 11.1 The College may withdraw your offer and/or terminate your Contract and withdraw you from your programme or module if:
  - 11.1.1 you do not pay the tuition fees in accordance with the payment terms in the offer letter (in other words, as and when payments are due);
  - 11.1.2 you have failed to meet the conditions of your offer;
  - 11.1.3 you do not complete your registration at the beginning of your programme or module;
  - 11.1.4 you have provided false, incomplete, inaccurate or misleading information in your enrolment to the College or at any other time;
  - 11.1.5 you fail to provide satisfactory evidence of your qualifications before registration;
  - 11.1.6 you have poor attendance, as defined in the Academic Regulatory Framework, at lessons and engagement with assessment;
  - 11.1.7 you fail too many assignments, as defined in the Programme Handbook, and no longer meet the progression requirements;



- 11.1.8 you are found guilty of academic misconduct (see the Programme Handbook for further details);
- 11.1.9 a fitness to study panel finds that you are unable to continue your studies owing to illness, including mental health issues;
- 11.1.10 you fail to return after a period of Leave of Absence or deferral;
- 11.1.11 you breach these Terms and Conditions in any material respect, and, where that situation is capable of being corrected, you do not correct it within 14 days of us asking you to do so; or
- 11.1.12 we lose our right for the purposes of relevant legislation or regulatory requirements to provide your programme or module to you.
- 11.2 The College will not terminate this Contract without good cause and consultation with you. Provided any action is taken to terminate the Contract in accordance with the College's policies and procedures, we shall not be liable for any loss or damage which you may suffer as a result. Depending on the circumstances we may also be entitled to take legal action against you.
- 11.3 On termination of the Contract by the College you are liable for any outstanding tuition fees, in line with the Fee Schedule.

## 12 Changes to Programmes and Modules

#### **Changes to Programmes or Modules**

- 12.1 Once you have accepted your offer, whilst we will use all reasonable efforts to deliver your programme or module as set out in the Contract, due to the time period between the publication of programme or module advertising and marketing information and registration on your programme or module circumstances may arise where we are required to make changes to your programme or module. Examples of "changes" include changes to the content or structure of your programme or module, or to the method of teaching or assessment, or to the type of award. Examples of where changes may be made or required are:
  - 12.1.1 where changes are in students' overall interests, for example because of developments in teaching practice, technology or new assessment methods;
  - 12.1.2 where regulatory or government requirements mean that changes must be made to ensure compliance. Examples include changes to how the College is required to operate because of changes to a professional body's requirements, or changes to immigration rules or other laws/regulations;
  - 12.1.3 where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements are provided;
  - 12.1.4 where the College decides for academic or operational reasons to revise the compulsory or optional modules that are available on your programme or module; and/or



- 12.1.5 due to factors beyond our reasonable control, it may sometimes be necessary to vary the content of the programme or module or services as described in the Student Handbook.
- 12.2 The College is committed to providing appropriately qualified staff to teach its programmes and modules, but it does not commit to ensuring that any individual will teach on any given programme or module. Where these members of staff leave the College, take leave or are otherwise become unavailable to teach then they will be replaced by either existing or new staff appointed by the College.

#### Closure of Programmes or Modules

- 12.3 Once you have accepted your offer, whilst we will use all reasonable efforts to deliver your programme or module in accordance with the Contract, circumstances may arise where we are required to close your programme or module. Examples of where programme or module closure may be made or required are:
  - 12.3.1 where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements cannot be provided. This might be where the member of staff concerned has a particular specialism which cannot be adequately covered by other members of staff, or by other resources (e.g. temporary staff) that the College would normally engage in such circumstances;
  - 12.3.2 the government requires changes to be made;
  - 12.3.3 if there are insufficient numbers expected on a specific programme or module, which could impact on your academic and student experience; or
  - 12.3.4 if there are unforeseen exceptional circumstances including a Force Majeure Event which affects our ability to deliver the programme as expected.

#### Changes to programmes or modules before enrolment

- 12.4 If we have to change your programme or module, we will use reasonable efforts to ensure that changes are kept to a minimum, but if we need to make any substantial changes to your programme or module (as against the commitments made in your offer letter and/or Programme Specification and as reasonably determined by us) before you enrol at the College, we shall bring the changes to your attention as soon as possible and if you no longer wish to continue on the amended programme or module, you may either:
  - 12.4.1 terminate the Contract and/or withdraw your application for the programme or module without any liability to us for tuition fees and with the College issuing you with a full refund of any and all tuition fees (including any deposit); or
  - 12.4.2 transfer to another programme or module (if any) as may be offered by us for which you are qualified. Where you transfer to another programme or module offered by us which has a higher tuition fee rate to the programme or module you accepted your Offer for, you will not be charged this higher tuition fee rate and instead you will only be liable to pay the tuition fee rate for the programme or module you initially accepted your offer for.



#### Changes to or closure of programmes or modules post enrolment

- 12.5 Where changes or programme and/or module closure is proposed or have to be made for the reasons outlined at paragraphs 12.1 and 12.3 above, the College will take all reasonable steps to minimise disruption to students (including where your programme or module is closed and the College is unable to complete delivery of your programme or module, using reasonable efforts to, with your consent, transfer you to a new programme or module: (i) at the College for which you are qualified; or (ii) at an alternative provider).
- 12.6 In the case of minor changes as reasonably determined by us (for example, changing a module from compulsory to optional, changes to module titles or minor variations to module content), we will use reasonable efforts to keep such changes to a minimum and to keep you informed appropriately, for example by email or via notifications on the intranet.
- 12.7 In the case of substantial changes as reasonably determined by us, before implementing any such change, we will consult with students (where appropriate) to seek their views on the changes/proposals and any potential alternatives or steps to minimise the impact on students. Changes to the availability of optional modules, or changes which are to students' benefit will not normally be "substantial".
- 12.8 If we make substantial changes to your programme or module (as against the commitments made in your Offer and/or Programme Specification and as reasonably determined by us) after you have enrolled and you are unhappy with the changes such that you no longer wish to continue to study on your programme or module, you must notify us of this in writing, following which we may offer you a suitable alternative programme or module for which you are qualified (at no additional cost to you).
- 12.9 If you agree to transfer to an alternative programme or module as may be offered to you by the College (and for which you have the requisite qualifications), you will only be liable to pay the fees for the original programme or module for which you applied and which is no longer available to you.
- 12.10 If you are unhappy with the alternative programme or module we offer you or we are unable to offer you a suitable alternative programme or module, you may end your Contract by giving at least two weeks' notice by email here or in writing. The effect of terminating your Contract is that you will not incur fees for the next or subsequent tuition fee payment instalment and you may be entitled to a full or partial refund of tuition fees you have paid depending on the circumstances and we will act reasonably in making a determination as to whether a full or partial refund is due (with reference to our Refund and Compensation Policy).
- 12.11 You should consider your options carefully before terminating your Contract in such circumstances. You may for example want to contact other institutions about whether you might be able to complete your programme or module with them. You may also want to consider other matters such as accommodation and travel costs.

#### Compensation



12.12 Where you terminate your Contract pursuant to this section 12, you may be entitled to a refund of tuition fees paid (as noted above in this section) and/or compensation pursuant to our <u>Refund and Compensation Policy</u>.

# 13 Supporting Students Who Fail SQE

- 13.1 Subject to paragraph 13.3, the College is committed to supporting aspiring solicitors through the Solicitors Qualifying Examination (SQE) qualification route. Where a student finishes one of the College's SQE preparation programmes, namely Solicitors Legal Knowledge or Solicitors Legal Skills, but subsequently fails the respective SQE assessment, namely SQE1 or SQE2, the student will be granted one period of continued access to the learning materials and resources in paragraph 13.4 for the relevant SQE preparation programme. This means that their Canvas module area will remain open and accessible for a 10 month period after the module ends. This is automatically granted to all students who remain enrolled at the end of the module and students are not required to request continued access.
- 13.2 Subject to paragraph 13.3, the continued access will be available to students enrolled on the Solicitors Legal Knowledge and Solicitors Legal Skills programmes for a maximum period of 10 months from the end of their original preparation programme with the College.
- 13.3 For the avoidance of doubt, students who withdraw from the programme or module before it ends, or who have outstanding fees payable to the College at the end of the programme or module, will not be granted continued access.
- 13.4 Students who are granted continued access will be given access to the following learning materials and resources:
  - 13.4.1 digital programme materials through Canvas, the College's learning portal which include videos, multimedia and learning activities and assessment tasks which are current at the start date of their continued access; and
  - 13.4.2 technical support available at the College, for example, access to the Student Assistance Programme and IT support.
- 13.5 Students who are granted continued access will not have access to:
  - 13.5.1 Town Halls
  - 13.5.2 Unit Surgeries
  - 13.5.3 One-to-one or group Supervision
  - 13.5.4 Personal Tutor
  - 13.5.5 Discussion Boards
- 13.6 All assessment tasks under the continued access provisions will be self-practice activities and students will not be entitled to any feedback from tutors.
- 13.7 Students who utilise continued access will not be eligible to receive any academic credits, or module or programme awards as a result of completing any assessment task during their period of continued access.



## 14 Liability

- Subject to the remainder of this section, the College (including its staff and/or representatives) shall have no liability to you for any loss, damage, costs or expenses arising under or in connection with the Contract except where such loss or damage is directly caused by the College (or its staff or representatives). The College shall not be liable for any loss or damage which was not foreseeable. Losses are foreseeable if they are an obvious consequence of the College's breach of the Contract.
- Where such loss or damage is directly caused by the College (or its staff or representatives), the College's liability shall, subject to paragraph 14.5, be limited to 150% of all tuition fees payable by you to the College.
- 14.3 While we take reasonable care to ensure the safety and security of students at the College, we cannot accept responsibility and expressly exclude liability for loss or damage to students' personal property, including any financial or other consequential loss where such loss or damage is a result of theft, fire, flood, computer virus or any cause related to our computer facilities, or any other cause, except where such loss or damage is caused by our negligence. It is recommended that you insure personal property against such risk of loss and damage.
- We shall not be held responsible for any injury to a student, financial or other loss or damage resulting from such injury, or for damage to property, caused by any other student, or by any person who is not an employee or authorised agent of the College.
- 14.5 Notwithstanding any other provision in the Contract, nothing shall exclude or restrict the College's liability for death or personal injury resulting from its negligence or fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.

#### Liability for acts out of our control

- 14.6 We will not be liable for failure or delay, or for the consequence of any failure or delay to perform any obligations under the Contract 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:
  - 14.6.1 acts of God;
  - 14.6.2 strikes, lockouts or other industrial action or disputes involving our workforce or any other party;
  - 14.6.3 national emergencies, common commotion, war, act of terrorism (including actual, suspected or threatened act of terrorism), explosion, protests, riots;
  - 14.6.4 the imposition of sanctions;
  - 14.6.5 epidemics, pandemics, quarantine, widespread illness and mandatory responses to Governmental advice (whether affecting our staff and/or students or otherwise);
  - 14.6.6 breakdown of plant or machinery;
  - 14.6.7 actions or the lack of actions of placement providers;



- 14.6.8 actions or the lack of suppliers or subcontractors;
- 14.6.9 staff illness or because a staff member leaves; or
- 14.6.10 weather disruption, fire, flood, storm.
- 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 the Contract and such mitigations may include, without limitation, altering timetables to reschedule postponed classes.
- 14.8 If a Force Majeure Event results in the complete inability to deliver your programme or module for a continued period of six weeks or more then you will be entitled to:
  - 14.8.1 defer your programme or module, if you have not yet enrolled on to your programme or module;
  - 14.8.2 interrupt your studies, if you are currently enrolled on your programme or module; or
  - 14.8.3 terminate your Contract with immediate effect by contacting <a href="mailto:studentsupport@collegalpractice.com">studentsupport@collegalpractice.com</a> by email.
- 14.9 You should consider your options carefully before terminating your Contract, for example whether you are able to transfer any existing academic credits to an alternative programme or module and you may wish to contact <a href="mailto:studentsupport@collegalpractice.com">studentsupport@collegalpractice.com</a> to discuss this.
- 14.10 If you decide to terminate the Contract pursuant to paragraph 14.8.3, you will have no liability for the next or subsequent tuition fee payment instalment and you may be entitled to a full or partial refund of tuition fees you have paid and/or compensation depending on the circumstances and we will act reasonably in making a determination as to whether a full or partial refund of tuition fees and/or compensation is due (with reference to the Refund and Compensation Policy).

# 15 Intellectual Property

- "Intellectual Property Rights" means any patent, rights to inventions, copyright and related rights, performers' property rights, trademarks, trade names, domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information, and other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.
- 15.2 Any Intellectual Property Rights developed by you during your programme or module of study at the College shall be owned by you.
- 15.3 All coursework materials (including online materials), practice papers, seminar papers, audio-visual material and other publications and materials used in programmes or



- modules are subject to copyright. Enquiries regarding programme or module materials should be directed to <a href="mailto:studentsupport@collegalpractice.com">studentsupport@collegalpractice.com</a>.
- 15.4 Access to the College's learning portal, online materials, hard copy coursework materials are supplied exclusively to you solely for the purposes of participating as a student in a programme or module. You must not copy the materials, except for your own study purposes. You must not supply them to any other person or permit access to the site or coursework materials to any other person without the prior written consent of the College. You must keep your User ID and Password confidential.

## 16 Complaints

- 16.1 If you have a complaint about us, please follow the Student Complaints Policy and Procedure.
- 16.2 If, having followed the complaints procedure to completion, you remain dissatisfied you have the right to make a complaint to the Office of the Independent Adjudicator for Higher Education.

## 17 Data Protection

- 17.1 Once you have consented to our capture of your personal data at enrolment, we will process your personal data in accordance with the Data Protection Act 2018, the General Data Protection Regulation (GDPR) and our Privacy Policy. We may share your personal data with third parties, which we will do in accordance with our Privacy Policy.
- 17.2 Once you are registered as a student of the College, we are required to collect and provide information to certain external agencies including the Higher Education Statistics Agency, whose data protection notice can be found at www.hesa.ac.uk/dataprot.

## 18 General

- 18.1 The Contract is personal to you and you may not transfer any of your rights or obligations under the Contract to another person.
- 18.2 The Contract is between you and us and no other person shall have any rights to enforce any of its terms.
- 18.3 Each of the paragraphs of these Terms and Conditions operate separately. If a court decides that any of them are unlawful the remaining paragraphs will remain in full force and effect.
- 18.4 If we do not insist immediately that you do anything that you are required to do under these terms, or 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 from taking steps against you at a later date.
- 18.5 Any notice given under the Contract shall be in writing (which includes email). We shall send any notice to you either to your correspondence address or your home address or



by email. Unless otherwise stated in these Terms and Conditions you must send any notices by post to c/o Pinsent Masons Secretarial Limited, 1 Park Row, Leeds, LS1 5AB or email to <a href="mailto:studentsupport@collegalpractice.com">studentsupport@collegalpractice.com</a> marked for the attention of Peter Liver, Chief Operations Director.

18.6 The Contract and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

#### **Version Control**

This version was approved 22 July 2025 by The Board.

Please contact <u>registry@collegalpractice.com</u> for access to previous versions not available on the College website.

Previous version(s)	Date superseded
01 August 2023	01 August 2025
23 November 2022	01 August 2023
01 August 2022	23 November 2022
19 January 2022	01 August 2022
22 January 2020	19 January 2022