

Students Terms and Conditions

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 programme handbook including the academic regulations; 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 programmes. If there is any part of these Terms and Conditions that you have questions or concerns about please email studentsupport@collegalpractice.com.
- 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.

Accessibility

- 2.1 Should you require these documents in another format please contact: studentsupport@collegalpractice.com

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 course you're applying for.

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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.

3.3. If you cannot provide a scanned copy, an electronic version in jpg or pdf is acceptable.

3.4. 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 [Privacy Policy](#).

3.5. 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.

3.6. 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 Programme Handbook.

3.7. When you apply to study at the College for a programme with any face-to-face elements, you will need to demonstrate, at the point of registration, that you have a valid immigration status to undertake the proposed studies.

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.

4.2 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

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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, without liability to you, 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.
- 4.4 Once you have successfully registered at the College, you must pay the tuition fees, as set out below.

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 Fee Schedule and will be highlighted to you when you are offered a place at the College.
- 5.2 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 course information provided to you when you are made an offer.
- 5.3 If you register on a programme, we reserve the right to increase your tuition fees from academic year to academic year in line with the Consumer Price Index. We will provide you with reasonable notice of any proposed increase to your tuition fees and if you are unwilling to accept the proposed increase, you may withdraw from the programme without liability for future tuition fees.
- 5.4 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 onto your programme or module or, if you have registered, you may be expelled should your tuition fees remain outstanding after the payment deadline. If you do not pay your tuition fees, we reserve the right to withhold your results and to not issue any programme certificates or awards.
- 5.5 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.
- 5.6 Unless otherwise agreed by us, all fees must be paid by the deadline set out as part of your offer of a place at the College. 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.

Deposits

- 6.1 If you are applying to study on a programme, you will be required to pay a deposit. If you do not pay the deposit in accordance with the payment terms advised in your offer letter, your application 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 offer letter.
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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, 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 Programme Handbook, including not to seek to obtain or assist another student in obtaining an unfair advantage over other students in relation to their programme 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](#).
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Our Obligations

- 8.1 We shall deliver your programme or module with reasonable care and skill and as described in the relevant programme brochure in all material respects.
- 8.2 We shall provide you with access to the necessary materials and resources in order for you to undertake your programme or module.
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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").
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- 9.2 To cancel the Contract, you may give us written notice of your cancellation by completing the cancellation form and by sending this to Student Services: studentsupport@collegalpractice.com.
- 9.3 Save for where a course 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. Where you start a 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 paragraphs 5.3, 10 or 12 of these Terms and Conditions.
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**Abandonment,
Deferral, Withdrawal
and Readmission**

10.1 Abandonment and Leave of Absence

10.1.1 Subject to paragraph 10.1.3, if you are enrolled on a Masters programme, you are deemed to have abandoned the programme if you repeatedly fail to submit assignments in any module such as to reasonably justify the opinion that you no longer have the intention or the ability to continue with the programme. By way of example, this opinion would be reasonably justified if you fail to submit 25% or more of consecutive assignments in a programme module.

10.1.2 Subject to paragraph 10.1.3, if you are enrolled on a module only, you are deemed to have abandoned the module if you repeatedly fail to submit assignments such as to reasonably justify the opinion that you no longer have the intention or the ability to continue with the module. By way of example, this opinion would be reasonably justified if you fail to submit 25% or more of consecutive assignments in a module.

10.1.3 Paragraphs 10.1.1 and 10.1.2 do not apply where you have obtained the Programme Leader's approval to continue your studies or you have successfully applied for a Leave of Absence or Deferral.

10.1.4 Where you are deemed to have abandoned your programme 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, 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. See our [Refund and Compensation Policy](#) for more information.

10.1.5 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 & Procedure.

10.1.6 A Leave of Absence can be for a maximum of 12 months. Applications may be granted by the Programme Leader and all such applications must be accompanied by supporting documents (where applicable).

10.1.7 A Leave of Absence does not affect any other status regarding rights of withdrawal.

10.1.8 The successful outcome of a Leave of Absence application would be to defer your place to a later intake of the same programme/module.

10.2 Deferral

10.2.1 You may apply to defer a module or programme if your application for deferral is received before the module or programme start date, or within the first two weeks after the start date. You may only defer once. Should you wish to defer one further time, an application will need to be made to the Programme Leader setting out your reasons for requesting a further deferral. The Programme Leader may accept or reject your request and the decision will be communicated to you.

10.2.2 You can request to defer a module and/or programme by contacting the College via studentsupport@collegalpractice.com. Any applications that are received after the deadline set out in 10.2.1 will be rejected and you will need to apply for a Leave of Absence – see section 10.1 or a withdrawal – see section 10.3.

10.2.3 If your deferral application is accepted, you may commence the module and/or programme at any intake falling in the 12 months

after your deferral. You must select a new intake date at the point of deferral for the deferral to be processed.

10.2.3 Where you have applied to defer your module or programme, you are not subject to a new cancellation and Cooling Off period.

10.2.4 Where you have deferred, your [Fee Schedule](#) updates to match your new module or programme 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 module. Remaining outstanding course fees are then due in line with the Fee Schedule for the new module.

10.3 Withdrawal

10.3.1 If you wish to withdraw from a module and/or programme, you must notify the College via studentsupport@collegalpractice.com 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.

10.3.2 Save for where your withdrawal is following a deferral (see 10.2.4), if you notify the College at least 14 calendar days before the Course 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). Save for where you withdraw in accordance with paragraph 12, if you notify your withdrawal from a module/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 course following a deferral, the provision set out in 10.2.4 will apply. This does not affect your right to cancellation as set out in Section 9.

10.3.3 All refunds will be processed in accordance with the College's [Refund and Compensation Policy](#).

10.4 Re-admission to the College

10.4.1 If you:

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- a. withdraw from;
 - b. abandon;
 - c. have been excluded from; or
 - d. 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.
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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 if:

11.1.1 you do not pay the tuition fees in accordance with the payment terms in the offer letter;

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 Programme Handbook, 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; or

11.1.11 you breach these Terms and Conditions in any material respect

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- 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.
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**Changes to
Programmes and
Modules**

- 12.1 Due to the time period between programme prospectus publication and the start date of your programme or module, circumstances may change owing to factors beyond our reasonable control and therefore it may sometimes be necessary to vary the content of the programme or modules as described in the programme prospectus, whilst retaining due regard to the overall student experience. We will use reasonable endeavours to ensure that changes are kept to a minimum, but if we need to make any material changes to your programme or module (as described in the programme prospectus) before you register at the College, we shall bring the changes to your attention as soon as possible and if you reasonably believe that the proposed changes will have a material prejudicial effect on you, you may either terminate the Contract and/or withdraw your application for the programme without any liability to us for tuition fees, or transfer to another programme or module (if any) as may be offered by us for which you are eligible.
- 12.2 We will use reasonable endeavours to deliver all programmes and modules as described in the relevant programme prospectus. However, we reserve the right to cancel a programme or module if there are not sufficient student enrolments to make a programme or module viable. If you have received an offer for any programme or module described in the prospectus, but we discontinue the programme or module prior to you registering at the College, we will notify you as soon as possible and we will use reasonable endeavours to offer you a place on a suitable replacement programme or module for which you are eligible. If you are unhappy with the replacement programme or module offered by us or if we are unable to offer a suitable replacement programme or module, you may terminate the Contract and/or withdraw your application for the programme or module without any liability to us for tuition fees. In such circumstances, we will make a full refund of all tuition fees paid to date (including any deposit).
- 12.3 Once you have registered as a student of the College we will use reasonable endeavours to deliver your programme or module in accordance with the
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Contract. However, if we need to discontinue your programme or module because of matters beyond our control, we will inform you as soon as is reasonably practicable and will use reasonable endeavours to transfer you to a suitable replacement programme or module for which you are eligible. If you are unhappy with the replacement programme or module offered by us or if we are unable to offer a suitable replacement programme or module, you may terminate the Contract and/or withdraw from the programme by giving the College notice by contacting studentsupport@collegalpractice.com and without incurring any further liability to us for tuition fees. You shall be entitled to a refund of all tuition fees paid to date (including any deposit).

- 12.4 Following suitable consultation with affected students, in circumstances where it is necessary to make a material change to your programme or module (such as the nature of the award or in relation to a material aspect of the curriculum), we will notify you as soon as possible. If you are unhappy with the material change(s) to your programme or module, you may terminate the Contract and withdraw from the programme or module by giving the College notice by contacting studentsupport@collegalpractice.com and without incurring any further liability to us for tuition fees. You shall be entitled to a refund of all tuition fees paid to date (including any deposit).
- 12.5 We reserve the right to vary minor elements of your programme and/or module from that described in the prospectus and/or your offer letter in order to improve the quality of educational services and ensure the student experience, in order to meet the latest requirements of a commissioning or accrediting body, or in response to student feedback. How we notify you will depend on the nature of the changes but, in any event, such changes will be published in the updated programme information on our website or student private webpages.
- 12.6 If you enrol on a programme, you accept that the modules available on your programme are subject to variation dependant on a minimum number of students for each module and the availability of expert staff. We will ask you to choose your modules and you may be required to choose new optional modules if any that you have selected will not be available. Once this process is completed, we will confirm your final options to you in writing.
- 12.7 If you choose to cancel the Contract in accordance with paragraphs 12.1 to 12.4 we will use reasonable endeavours to assist you in finding an alternative comparable programme with another Higher Education provider in the UK.
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**Supporting Students
Who Fail Their SQE**

- 13.1 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 courses, namely Solicitors Legal Knowledge or Solicitors Legal Skills, but subsequently fails the respective SQE assessment, namely SQE1 or SQE2, the student will be eligible for one additional period of free access (the Additional Access) to the learning materials and resources in paragraph 13.4 for the relevant SQE preparation course.
- 13.2 The Additional Access will be available to eligible students for a maximum period of 12 months from the end of their original preparation course with the College. The onus is on Students to contact the College and provide evidence of the outcome of the relevant SQE assessment to start their Additional Access.
- 13.4 Students who are eligible for Additional Access will be given access to the following learning materials and resources:
- 13.4.1. Digital course 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 Additional Access
- 13.4.2 Technical support available at the College, for example, access to the Student Assistance Programme and IT support.
- 13.6 Students who are eligible to Additional Access will not have access to:
- 13.6.1 Town Halls
- 13.6.2 Unit Surgeries
- 13.6.3 One-to-one Supervision
- 13.6.4 Personal Tutor
- 13.6.5 Discussion Boards
- 13.7 All assessment tasks under the Additional Access provisions will be self-practice activities and students will not be entitled to any feedback.
- 13.8 Students who utilise their Additional 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 Additional Access.

Liability

- 14.1 Subject to the remainder of this paragraph 14, the College (including its staff and/or representatives) shall have no liability to you for any loss, damage,
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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.

- 14.2 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 100% 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 but not limited to computer and IT equipment, software, bicycles and vehicles), 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.
- 14.4 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.
- 14.6 We shall not be liable to you for any failure to perform any obligations placed on us under the contract if such failure arises from circumstances beyond our reasonable control. If we seek to rely on this provision, we shall take reasonable steps to ensure that the consequences of any failure to act in accordance with the Contract are kept to a minimum.

Intellectual Property

- 15.1 "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)

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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 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 course materials should be directed to studentsupport@collegalpractice.com.
- 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.
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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.
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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
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General

- 18.1 The Contract constitutes the entire agreement between you and the College and supersedes all previous agreements between you and the College, whether written or oral.
- 18.2 The Contract is personal to you and you may not transfer any of your rights or obligations under the Contract to another person.
- 18.3 The Contract is between you and us and no other person shall have any rights to enforce any of its terms.
- 18.4 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.
- 18.5 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.
- 18.6 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 studentsupport@collegalpractice.com marked for the attention of Peter Liver, Chief Operations Director.
- 18.7 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.
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