

Nelson College London Terms & Conditions	
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Approved by:	Academic Board (AB) [Date: CA 17/06/2020]
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External Reference Points:	<ol style="list-style-type: none"> 1. Competition and Market Authority (2015), "UK higher education providers – advice on consumer protection law- Helping you comply with your obligations", 12 March 2015, CMA33. 2. Consumer Protection from Unfair Trading Regulations 2008 (CPRs). 3. Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (CCRs). 4. Guidance published by SPA (Supporting Professionalism in Admission).

Nelson College London Terms & Conditions

1. Introduction

- 1.1 These terms and conditions represent an agreement between Nelson College London 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 as stated in your Offer letter. The Offer Letter includes details of your Offer, rules, regulations, policies and procedures (located on our website and amended from time to time); and the College Prospectus. Commencing from the date of the Offer, a contract is formed between you and the College in relation to your studies (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 by phone (0203 500 0239), or through our email address info@nelsoncollege.ac.uk
- 1.4 Some courses may require you to agree to the terms and conditions of the College's awarding bodies i.e. London Metropolitan University or Pearson Education. Details of these requirements are set out in the course information section of the website or handbooks or prospectus.
- 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 College policies and procedures which can be found on our website. 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 Unless stated otherwise in your Offer Letter, if you do not enrol within the deadline of the offer letter or by the 31st July, whichever is earlier, of the same calendar year in which your course begins, the College reserves the right to refuse to enrol you and will withdraw your application

without liability. Students who are not enrolled are not entitled to attend classes 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. Applications

- 2.1 If it is found that your application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your application form, the College may at its absolute discretion withdraw or amend your Offer, or terminate your registration at the College, 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.
- 2.3 If you have not fulfilled the conditions of your Offer before the date notified to you in your Offer Letter 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, at the request of the College, to provide satisfactory evidence of your qualifications before admission. Failure to provide such evidence to the College's reasonable satisfaction may result in the termination of your Offer, the revocation of your registration as a student of the College and the termination of the Contract.

3. Conditions of Admission and Enrolment

- 3.1 Your admission to the College, attendance on a course, and right to enjoy any of the privileges of membership of the College, including access to services and facilities, is subject to you complying fully with the terms of the Contract and enrolling with the College. Details of what registering involves can be found on the College website.
- 3.2 If your course lasts for longer than one academic year, you must re-enrol at the start of each academic year of your course. You are also required to re-register in each academic term in order to be able to continue your study at the College.

4. Fees

- 4.1 Information in relation to course fees can be found on our website or through the College's academic office.
- 4.2 If you accept an offer, you agree to pay all course fees (and other related costs and expenses), as and when they fall due, in accordance with the payment terms agreed by you and us. If you fail to pay your course fees, as and when they fall due, we reserve the right to withdraw you from your course.

- 4.3 The College reserves the right to increase course fees annually to take account of the College's costs of delivering educational services. If the College intends to increase your course fees it will notify you of this as soon as is reasonably practicable.
- 4.4 Once you accept the conditional/unconditional offer letter and enrol with the College, you will be responsible for paying the total 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 pay on your behalf.
- 4.5 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 your continuation on your course of study and terminate the Contract, without incurring any liability to you.
- 4.6 The College reserves the right not to refund any tuition fee paid after the 14 days cooling-off period. The cooling-off period ends after the 14 days from when the offer is accepted. After the end of the cooling-off period, any refund of tuition fees and or reduction in tuition fee liability is at the discretion of Nelson College London. If a student is withdrawn/terminated after two weeks from the course commencement date, 100% annual tuition fee is payable. The College reserves the right to initiate legal proceedings in relation to non-payment of course fees in accordance with the College's regulations. In exceptional circumstances, the College may decide to refund a part of the tuition fees paid if a student is terminated or withdrawn by the College, in which case the College may decide to refund using the following schedule:

Termination/Withdrawal Date	Fee Liability
0 - 14 days from the acceptance of the offer or course commencement date (whichever is earlier).	No fees due
Within the first three months from the course commencement date.	25% of the yearly fee due.
Between the 4 th and 6 th month from the course commencement date.	50% of the yearly fee due.
After 6 months from Course Commencement	100% of the yearly fee due.

- 4.7 If you have any concerns regarding payment of fees or require further information (including the refund of course fees), please contact the Admissions department on 0203 500 0239 or email us at info@nelsoncollege.ac.uk

5. Changes to Your Course

- 5.1 Course changes may take place between the offer of a place and your subsequent registration with the College. Circumstances beyond the College's reasonable control may sometimes result in the necessity to vary the terms or content of the course or services described on the website, handbooks or prospectus. The College will take all reasonable care to ensure that changes are kept to a minimum. However, if we are required to make any significant changes to the terms of the Contract or your course (as described on the website, handbooks and prospectus) before you register with the College, the College shall bring these to your attention as soon as possible. If you reasonably believe that the proposed change(s) will prejudicially affect you, you may either cancel the Contract and withdraw from the course without any liability to the College for course fees or transfer to such other appropriate course (if any), as may be offered by the College, for which you are qualified.
- 5.2 Course withdrawals prior to registration: The College will use all reasonable endeavours to deliver all courses described in the prospectus. However, if there are not sufficient enrolments

to make a course or module viable, the College may be forced to cancel the course or module. 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 endeavours to provide a suitable replacement course for which you are qualified. If you are unhappy with the replacement 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.

5.3 Course changes / withdrawal after registration: Once you have registered as a student of the College the College will use all reasonable endeavours to deliver your course as per the terms of the Contract, but:

5.3.1 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 endeavours to transfer you to a suitable replacement course for which you are qualified. If you are unhappy with the replacement 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; or

5.3.2 Following decisions by the Academic Board or its committees, the College reserves the right to vary minor elements of your course from those described in the prospectus in order to improve the quality of educational services, in order to meet the latest requirements of a commissioning or accrediting body, in response to student feedback, and/or due to a lack of student demand for certain modules. If we are forced to make a material change to your course (such as the nature of the award or in relation to a material aspect of the curriculum), we will notify these changes to the College student representatives, via our website or individually to you as soon as possible and, if you reasonably believe that the proposed change will prejudicially affect you, you may either cancel the contract and withdraw from the course without any liability to the College for the remaining course fees or transfer to such other course (if any), as may be offered by the College, for which you are qualified.

5.4 If you choose to cancel the Contract and withdraw from your course in accordance with Clause 9 (below), the College will use reasonable endeavours to assist you in finding an alternative comparable course with another Higher Education provider in the UK.

6. Education Provision

6.1 The College will:

6.1.1 Deliver your course with reasonable care and skill.

6.1.2 Clearly explain the academic requirements of your course to you.

6.2 You must apply yourself diligently to fulfil all the academic requirements of your course in accordance with the terms of the Contract, including timely submission of course work and other assignments, attendance at examinations and attendance at lectures, seminars and any other such teaching & learning sessions provided by the College.

6.3 If you do not act in accordance with this Contract, or any of the documents referred to in it, the College may take disciplinary action against you under the College policies and procedures which can be found on our website.

7. Complaints Procedure

- 7.1 If you have a complaint about the College, you should follow the College's Complaints policies and procedures which can be found on our website. These have been produced to help the College resolve any complaints you may have as promptly, fairly and amicably as possible.
- 7.2 If, having followed the College's Complaints Procedure to completion, you remain dissatisfied; you have the right to make a complaint to the relevant awarding body. In the case of students following courses validated by London Metropolitan University you may enjoy a further right of appeal to the Office of the Independent Adjudicator for Higher Education. Students following courses accredited by Pearson Education should note that Pearson Education is not in membership of the Office of the Independent Adjudicator.

8. Liability

- 8.1 Whilst the College takes all reasonable care to ensure the safety and security of its students whilst on the College's campuses, the College cannot accept responsibility, and expressly excludes liability, for loss of or damage to your personal property (including computer equipment and software). You are advised to insure your property against theft and other risks.
- 8.2 The College shall not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another student, or by any person who is not an employee or authorised representative of the College.
- 8.3 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, epidemics and pandemics and other national emergencies ("Force Majeure Event"). If the College is the subject of a Force Majeure Event, it will take all reasonable steps to minimise the disruption to your studies.
- 8.4 Nothing in these terms and conditions shall limit the College's liability to you for fraud or wilful default or for death or personal injury caused by the College's proven negligence. Under no other circumstance whatsoever shall the College be liable to you for any special, indirect or consequential losses.

9. Termination

- 9.1 The College reserves the right to terminate the Contract and exclude you from the College:
- 9.1.1 If you wilfully and persistently neglect your academic work to such an extent that there is no reasonable possibility of you having duly performed the work of the course or being able to proceed to the next stage of the course. You should also note that your progression on your course and your final award are not guaranteed and are dependent upon your academic performance; and
- 9.1.2 For non-registration, for 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 you have been excluded from the College, you 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 for which the College teaches.

10. Data Protection and Information Sharing

- 10.1 The College holds information about all applicants to the College and all students of the College. The College uses the information provided by applicants and/or students (including information from application forms):
- 10.1.1 To administer applications; and
 - 10.1.2 To compile statistics about applicants and/or students that may be published or passed to government bodies such as the Higher Education Statistics Agency (HESA)
- 10.2 If your application is successful the College will also use the information:
- 10.2.1 To deliver your course and provide educational services to you, to administer your studies, to provide you with College facilities and services, to monitor your performance and attendance, to provide you with support, to conduct research and to identify ways to enhance our business provision including learning, teaching, assessment and the broader student experience;
 - 10.2.2 To send communications to you;
 - 10.2.3 To process any payments made by you to the College;
 - 10.2.4 For credit scoring, credit assessment, debt tracing or fraud and money-laundering prevention and the College may disclose this information or data about you to credit reference agencies or other credit assessment, debt tracing or fraud prevention organisations and agencies;
 - 10.2.5 For legal, personnel, administrative and management purposes and including the processing of any sensitive personal data (as defined in the Data Protection Act 1998) relating to you, which may include, as appropriate: information about your physical or mental health or condition in order to monitor leave from study or extenuating circumstances and take decisions as to your fitness for study or for other uses as may be required by law; and
 - 10.2.6 For other activities that fall within the pursuit of the College's legitimate interests (including the development and maintenance of an Alumni database).
- 10.3 In certain circumstances the College may be under a duty to disclose or share your 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.
- 10.4 The College will only process your personal data in accordance with
- 10.4.1 The specific purposes notified to you above;
 - 10.4.2 The College's Data Protection Notice and Privacy Policy (as amended from time to time); and/or
 - 10.4.3 Otherwise as permitted by the Data Protection Act 1998 and other relevant legislation and regulations.
- 10.4 By submitting your application form and/or accepting your Offer, you consent to the use of your personal data.
- 10.5 The Higher Education Statistics Agency (HESA) is the official agency for the collection, analysis and dissemination of quantitative information about higher education in the UK. Like other higher education institutions, Nelson College London (NCL) has to routinely pass certain

personal data on staff and current and former students to HESA and HESA's agents and contractors. NCL may also contact recent graduates on HESA's behalf to conduct the Graduate Outcomes Survey. These transfers of data are required by law and are also a condition of NCL's statutory regulation. The data gathered is processed by HESA into a form suitable for each statutory customer and is also used to produce publicly-available statistics.

11. Intellectual Property

11.1 You shall own any intellectual property you generate and provide to the College during your course including, without limitation, the content of presentations, course materials, examination scripts and assignments, save for where:

11.1.1 The College has clearly indicated to you prior to your engagement in an activity that any intellectual property generated by such activity will belong to the College.

12. General

12.1 The terms of the Contract shall only be enforceable by you and the College.

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

12.3 No failure or delay by the College or you 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.

12.4 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.

12.5 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. During 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.