

**Nelson College London
Terms & Conditions**

1. Introduction

- 1.1 These terms and conditions represent an agreement between the College (“College”) and you, a prospective student.
- 1.2 By accepting the College’s offer of a place on a course, you accept these terms and conditions in full, which along with: your offer letter from the College including details of your: Offer, rules, regulations, policies and procedures located at <https://nelsoncollege.ac.uk/content/policies-and-procedures> (as amended from time to time); and the prospectus as at the date of the Offer, form the contract between you and the College in relation to your studies at the College (the “Contract”).
- 1.3 If you have any questions or concerns about these terms and conditions or the Contract, please contact the College’s Admissions Office on 0208 514 0033 or by email info@nelsoncollege.ac.uk
- 1.4 Some courses may require you to agree to the terms and conditions of awarding and/or professional bodies i.e. London Metropolitan University or Pearson. Details of these requirements are set out in the course information section of the website or handbooks or prospectus. By agreeing to these terms and conditions, you also agree to abide by any relevant awarding and/professional bodies’ terms and conditions.
- 1.5 If you do not act in accordance with the Contract, or if you do not meet our expectation that you will ‘maintain a standard of conduct which is not harmful to the work, good order or good name of the College, we may take disciplinary action against you, under the Student Conduct and Disciplinary Procedure which can be found at https://nelsoncollege.ac.uk/sites/default/files/2016-10/NCL_handbook.pdf page 99. One of the possible outcomes of such an action is that your Contract with us may be terminated and you may be removed from your Course.
- 1.6 If you do not enrol within the deadline of the offer letter or by 31st July of the same calendar year that your course begins the College reserves the right to refuse to enrol you and withdraw you from your course (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 discovered that your application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your application form, the College may withdraw or amend your Offer, or terminate your registration at

the College, according to the circumstances, without liability to you. In such circumstances any deposit paid by you will be retained by the College.

- 2.3 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.
- 2.4 If you have not fulfilled the conditions of your Offer before the date notified to you in your Offer or any other date notified to you, the College reserves the right to withdraw your Offer. If you fail to meet the conditions of your Offer the College will refund any deposit you have paid.
- 2.5 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 with the terms of the Contract and enrolling with the College. Details of what registering involve can be found at <https://nelsoncollege.ac.uk/facilities>
- 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 through: <https://nelsoncollege.ac.uk/content/fee-structure>
- 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 (without liability to you).
- 4.3 The College reserves the right to increase course fees annually in line with the Retail Prices Index to take account of the College's increased costs of delivering educational services. If the College intends to increase your course fees it will notify you of this as soon as reasonably practicable.
- 4.4 Once you accept the conditional/unconditional offer letter and enrol with the College, you will be responsible to pay 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 do so.

- 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 you to continue 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 fee paid after enrolment with the College. 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, the following levels of tuition fee are payable:

Termination/Withdrawal Date	Fee Liability
Within the first 3 months from the course commencement	25% of the yearly fees
Within the first 6 months from the course commencement	50% of the yearly fees
After 6 months of the course from its commencement	100% of the year fees.

- 4.7 Any student, who withdraws within the first two weeks, will be liable for 0% of the annual fee.
- 4.8 In the case of students who have left their course of study, any refunds of tuition fees will only be made when the College has completed its procedures in relation to the withdrawal of student's study at the College and where the student has followed the College's withdrawal procedures. Backdated or retrospective withdrawals may not be accepted.
- 4.9 The College reserves the right to institute legal proceedings in relation to non-payment of course fees in accordance with the College's Academic Fees Regulations.

5. Refund of Fees

- 5.1 If students withdraw or discontinue their studies, any refund, or reduction, of tuition fees is at the discretion of the College.
- 5.2 If the College decides to refund the tuition fees, any debt or charges owing to the College will be subtracted from any refund of fees.
- 5.3 Where tuition fees are wholly or partially paid by a third party or sponsor, the refund will be made to that third party. All refunds will only be made to the bank and account holder (or other financial institution) that originally paid the fee. Refunds are under no circumstances made in cash.

- 5.4 Where tuition fees are wholly or partially paid by the Student Loans Company (SLC), the amount to be refunded is based on the tuition fee liability formulae used by the SLC. Any fees received from the SLC will be adjusted with the SLC through the SLC's payment recovery procedure. Refunds are not made to student or to any other party.
- 5.5 Where tuition fees are wholly or partially paid by a student, the refund will be made to the student. Refunds will only be made to the bank and account holder (or other financial institution) that originally paid the fee. Refunds are not made in cash.
- 5.6 After a refund is agreed, the College will need approximately two weeks to process the refund. Where payment of tuition fees is split between more than one payer, any refund due will be made in proportion to the original split.
- 5.7 If you have any concerns regarding payment of fees or require further information about course fees (including the refund of course fees), please contact the Admission department on 0208 514 0033 or email us at info@nelsoncollege.ac.uk

6. Compensation for Changes to the Course or Location of your Study

- 6.1 Any changes of location will be discussed in advance with student representatives and all affected students will be given advanced notice so that they know when and how changes might be made.
- 6.2 Eligible students will be automatically assessed for compensation relating to their increased travel costs only, and are not entitled to receive compensation for accommodation costs. Any students who have an increased travelling distance of over 3 miles will be compensated for the additional mileage incurred at a rate of 20p per mile for up-to three return journeys per week over the relevant teaching weeks during the academic year.
- 6.3 If a student is not happy with a change to a course, the student may choose to leave the course, in which case the student will need to complete a Withdrawal Form. The student's fee liability will be based on the date of receipt of the Withdrawal Form in comparison to the fee liability date. However, in the unlikely event of a serious adverse effect on the student, the College will consider their fee liability on a case by case basis.
- 6.4 If a student's course is discontinued without teaching out the student, and if none of the alternative arrangements offered by the College are acceptable, the College will refund the student's fees collected for that academic year of study. No other compensation will be paid by the College.
- 6.5 If a student's course is discontinued, instead of teaching out the student, and the student has agreed to commence or continue another course at the College, the College will ensure that there is no additional tuition fee burden on the student. If the student had to transfer to another provider to complete this or a similar course, the College

will provide adequate support so that students can apply for exemptions for the credits already achieved.

7. Changes to Your Course

- 7.1 Course changes may take place between the offer of place and your subsequent registration with the College circumstances beyond the College's reasonable control and therefore it may sometimes be necessary to vary the terms or content of the course or services described in the website or handbooks or prospectus. The College will use all reasonable endeavours to ensure that changes are kept to a minimum, but 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 at the College, the College shall bring these to your attention 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 course fees or transfer to such other course (if any) as may be offered by the College for which you are qualified.
- 7.2 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.
- 7.3 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:
- 7.3.1 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
- 7.3.2 Following decisions by the Academic Board or its subcommittees, the College reserves the right to vary minor elements of your course from that 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 or via 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.

- 7.4 If you choose to cancel the Contract (and withdraw from your course) in accordance with this Clause 7 the College will use reasonable endeavours to assist you in finding an alternative comparable course with another Higher Education provider in the UK.

9. Education Provision

9.1 The College will:–

9.1.1 Deliver your course with reasonable care and skill;

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

9.2 You must use all efforts to fulfil all the academic requirements of your course in accordance with the terms of the Contract, including submission of course work and other assignments, attendance at examinations and attendance at lectures, seminars and any other such teaching sessions provided by the College.

9.3 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 Student Conduct and Disciplinary Procedure which can be found at https://nelsoncollege.ac.uk/sites/default/files/2016-10/NCL_handbook.pdf page 99

10. Complaints Procedure

10.1 If you have a complaint about the College, you should follow the College's Complaints Procedure which can be found at https://nelsoncollege.ac.uk/sites/default/files/2016-10/NCL_handbook.pdf page 38. This procedure has been produced to help the College resolve any complaints you may have as promptly, fairly and amicably as possible.

10.2 If, having followed the College's 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.

11. Liability

11.1 Whilst the College takes all reasonable care to ensure the safety and security of its students whilst on the College's campus, the College cannot accept responsibility, and expressly excludes liability, for loss or damage to your personal property (including

computer equipment and software). You are advised to insure your property against theft and other risks.

- 11.2 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.
- 11.3 The College shall not be liable for failure to perform any obligations under the Contract if such failure is caused by any act or event beyond the College's reasonable control including Acts of God, war, terrorism, industrial disputes (including disputes involving the College's employees), fire, flood, storm and national emergencies ("Force Majeure Event"). If the College is the subject of a Force Majeure Event, it will take all reasonable steps to minimise the disruption to your studies.
- 11.4 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 negligence. Subject to the foregoing sentence, the College shall not under any circumstances whatsoever be liable to you for any special, indirect or consequential losses.

12. Termination

- 12.1 The College reserves the right to terminate the Contract and exclude you from the College:

12.1.1 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

12.1.2 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.

- 12.2 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 of the College.

13. Data Protection

- 13.1 The College holds information about all applicants to the College and all students at the College. The College uses the information provided by applicants and/or students (including information from application forms):–

13.1.1 To administer applications; and

13.1.2 to compile statistics about applicants and/or students that may be published or passed to government bodies or the Higher Education

Information Sharing

14.1 If your application is successful the College will also use the information:–

14.1.1 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;

14.1.2 to send communications to you;

14.1.3 to process any payments made by you to the College;

14.1.4 for credit scoring, credit assessment, debt tracing or fraud and money-laundering prevention and the College may disclose this information or data about you to credit reference agencies or other credit assessment, debt tracing or fraud prevention organisations;

14.1.5 for legal, personnel, administrative and management purposes and including the processing of any sensitive personal data (as defined in the Data Protection Act 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

14.1.6 for other activities that fall within the pursuit of the College's legitimate interests (including the development and maintenance of an Alumni course).

14.2 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.

14.3 The College will only process your personal data in accordance with

14.3.1 the specific purposes notified to you above;

14.3.2 the College's Data Protection Notice and Privacy Policy (as amended from time to time); and/or

14.3.3 otherwise as permitted by the Data Protection Act 1998.

14.4 By submitting your application form and/or accepting your Offer, you consent us to the use of your personal data.

- 14.5 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 Destinations of Leavers from Higher Education (DLHE) survey. These transfers of data are required by law and are also a condition of NCL's funding. The data gathered is processed by HESA into a form suitable for each statutory customer, and is also used to produce statistics.

15. Intellectual Property

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

15.1.1 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.

16. General

- 16.1 The terms of the Contract shall only be enforceable by you and the College.
- 16.2 The Contract constitutes the entire agreement between you and the College in relation to its subject matter.
- 16.3 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.
- 16.4 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.
- 16.5 The courts in England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in relation to the Contract and that in any such proceedings these terms and conditions and the Contract into which they are incorporated will be governed by and interpreted in accordance with the laws of England and Wales.
- 16.6 In case of failure of any website links, please contact the College.

