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## **Prospectus**

**2010 – 2011**

# **LONDON LEA VALLEY COLLEGE**

**WELCOME**

Welcome to London Lea Valley College. We are here to help students to develop their talents and skills and equipped students on the end of their studies to leave us as happy, confident and mature young adults capable of making the right decisions for the future. London Lea Valley College core values are honesty, integrity and mutual respect, and these are central to our work. Our students, who come from a wide range of backgrounds, are united by our strong sense of community and their individual desire to achieve and succeed in the chosen career path.

We ensure that all students are welcome in friendly and supportive community where you will be truly be valued as an individual. Students must be prepared to study to work hard and achieve they potential goals in life, as the rewards are great on completion of they studies. Whatever is your ability, London Lea Valley College offers you a very real opportunity to achieve your true potential and develop the confidence to succeed in your chosen career.

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# The Aims of the London Lea Valley College

The College was established in 2009. London Lea Valley College is committed to provide high quality of education for students of all backgrounds adhere to equal opportunities to treat every student equally and fairly within our teaching establishment.

Our aim is to provide a learning environment in which students feel part of a community, working towards their academic success. We realise that the fundamental key to this success is a serious commitment on part of the students. We base our approach to this on the following three principles.

## **EXCELLENCE:**

Excellence in teaching, learning and specific areas of research is our priority. We welcome student's views and comments on a regular basis as an important part of upholding high standard.

## **FLEXIBILITY:**

We support the effective learning and academic success of all our students. Thus, we prioritise flexibility in terms of students understanding and ability to cope with their courses and assessments.

## **FAIRNESS:**

We aim to be fair and reasonable in all aspects of our work. Discrimination of any sort is challenged throughout the College.

# Our Missions

London Lea Valley College is dedicated to the education and development of the whole person, and society so that all students can realise their full potential. To achieve this as a community we will:

- provide the highest standards of teaching and learning;
- expect students to show commitment to their studies; and
- provide equality of opportunity, with mutual respect and positive encouragement.

## Reasons to study with London Lea Valley College

Since its establishment in 2009, London Lea Valley College has determined to build up a reputation for excellence.

### **Competitive fees**

London Lea Valley College has competitive fees, which are significantly lower than those at most UK colleges and universities, so you will benefit from high quality teaching at a reasonable cost.

### **Teaching methods**

We aim to create variety in the learning process comprising of lectures, seminars and workshops. These would encourage students to take an active role in their studies, through supervised discussions, debates and presentations.

### **Small seminar sizes**

In order to ensure that you can participate fully and actively in your seminars, the maximum number of students in each seminar will be usually 16. This gives you the very best opportunity to fulfil your potential.

### **Contact time**

We offer comparatively high levels of study time in class, with 16-20 hours of teaching a week, so you will have all of the information you need to complete your programme successfully.

**Personal tutors**

You will be assigned to a personal tutor who will provide individual assistance to you and monitor your academic progress through your programme of study.

**English Language Support**

The College would provide additional English language support and academic writing classes, tailored to individual needs, subjective and business English language classes and every student will be equipped with the necessary language skills to succeed in examinations. Our teaching methods encourage a self-help approach to the learning process, and allow you to apply the knowledge you gain to your future studies.

**One-to-one career support**

Our career service offers you a range of workshops focusing on CVs, interview skills and job applications. In addition you can benefit from one-to-one career guidance sessions focusing on your individual aspirations.

**Revision classes**

To help you achieve your full potential, we offer comprehensive revision and forms of assessment. We will also help you with the skills required to complete your coursework successfully and in examination techniques.

**How to Apply For a Place at the College**

The students can apply for admissions:

- By requesting the College for an application pack either by mail to [info@llvc.co.uk](mailto:info@llvc.co.uk) or by writing to the Admissions Office.
- other way is to download the application form from our college website [www.llvc.co.uk](http://www.llvc.co.uk)

### **Entry Requirements**

Entry criteria for Level 4: The Diploma is open to anyone who has at least 2 years previous experience or relevant Certificate level qualifications from the IAM or other bodies. The Diploma can normally be completed in 1 to 2 years, depending on the time individuals have available.

Entry criteria for Level 5: The Advanced Diploma is open to anyone who has relevant Diploma level qualifications from the IAM or other bodies. The Diploma can normally be completed in 1 to 2 years, depending on the time individuals have available.

### **Language requirements**

For the Entry Level 3 & 4 require IELTS minimum scores 5 or equivalent and for the entry Level 5 requires IELTS minimum scores 5.5 or equivalent.

### **Course Fees**

Fees quoted are for students starting a new programme of study in the current Academic Year.

<b>Course</b>	<b>NQF Level</b>	<b>Duration</b>	<b>Tuition fee</b>
Diploma	4	12 months	£3500
Adv Diploma	5	12 months	£3600

If you need more information about fees for a specific course please use the contact details given in that course entry at [www.llvc.co.uk](http://www.llvc.co.uk)

## **LEARNING, TEACHING and ASSESSMENT**

### **We aim to:**

- maximise your academic success by upholding standards and the integrity of qualifications; and
- help you become effective, independent learners through your course work and through opportunities for work experience and continuing professional development.

**We will:**

- maintain and improve high standard of teaching through work such as learning, teaching and assessment strategies;
- give you full information on learning, teaching and assessment;
- take all reasonable steps to respond to the learning needs and wants of the whole student community;
- aim to provide the latest technology to maximise flexibility, choice and support for your studies; and
- maintain high standards of assessments.

**You will be expected to:**

- take part positively in learning;
- follow our published calendars, timetables and the course requirements; and
- help us improve what we offer by using the opportunities provided for you to have your say and evaluate what we do.

**LLVC IS A PLACE OF STUDY****We aim:**

- to provide facilities and services that help you achieve the best you can in your studies.

**We will:**

- supply accessible information about your course. The information is in different formats and in different media, such as in print or in web pages;
- provide appropriate places where you can work, such as computing rooms, teaching rooms and IT-based material;
- give you health and safety information on how to use our facilities;
- give you academic and technical support in your studies;
- offer a range of student services that support you in your academic studies;
- make sure our administrative services function efficiently in support of your academic studies, for example records of academic progress and notification of assessment decisions;
- aim to provide a welcoming environment that takes into account the diversity of the student community;
- meet our legal responsibilities;

- follow health and safety regulations to ensure a good environment on campus; and
- develop and put into practice policies and procedures which challenge any form of harassment, intimidation or abuse.

**You will be expected to:**

- understand other students need to use resources;
- familiarise yourself with the support available and use the contact points we publicise;
- give us personal information which is reasonable and lawful as requested and to make sure you inform us of any changes, in a reasonable time, to it;
- follow regulations associated with a service, such as payment schedules;
- respect the diverse cultural and individual needs of students and staff;
- act with respect towards others, on campus and when on professional practice and work experience;
- act in a way that contributes to a safe and healthy environment at the College while working on or off campus; and
- familiarise yourself with, and follow, the Code of Conduct ( **see page 14**) for students.

## Assessment Regulations

- ✚ The College requires that on each course, the course regulations, including assessment requirements, be made known to students by the course tutor at an early stage in the delivery of the course. The assessment requirements should include reference to a calendar for assessment and reassessment, assessment criteria, deadlines for individual assessment activities, cut-off points for submission of work for assessment and deadlines for the submission of claims for mitigating circumstances. It is the responsibility of the course tutor to ensure that this information is made available in an appropriate way.
- ✚ Each course team is expected to make students aware, at an early stage in the course, of issues relating to academic misconduct. Students should be informed of the meaning of and the consequences of academic misconduct in relation to assessed work. Course teams should advise on the boundaries between individual and group work and should consider the use of an authentication statement on assessed work.
- ✚ During the course (e.g. at semester ends, end of first year of continuing courses and at the end of the final year), course tutors are required to advise students who are giving cause for concern of the consequences of failure to meet the course assessment requirements and the action which the student should take to rectify the situation.
- ✚ The course regulations are to include information of the grounds on which students may request assessment boards to review decisions and on the procedure for dealing with such requests.
- ✚ It is the responsibility of the student to attend examinations and submit work for assessment as required and to provide assessment team with the information on exceptional personal circumstances which may have affected performance and which s/he may wish to be taken into account.
- ✚ If a student fails to attend examinations or to submit work for assessment without good cause, the course team has the authority to deem that the student has failed the assessment.

- ✚ If a student is guilty of academic misconduct, the course team has the authority to deem the student to have failed all, or part of the assessment, and to determine whether or not the student shall be permitted to be re-assessed, depending on the seriousness of the offence.

## **CODE OF CONDUCT**

### **What constitutes Academic Misconduct?**

- ❖ Academic Misconduct covers a range of offences which can be collectively described as cheating. In an assessment context these issues are taken very seriously. The following is not an exhaustive list and the college reserves the right to include any other type of cheating under the terms of this policy. Plagiarism: taking someone else's work, images or ideas, whether published or not, and with or without their permission, and passing them off as your own: thereby not properly acknowledging the original source. This particularly relates to material downloaded from the Internet or copied from books.
- ❖ Copying the work of other students with or without their permission and knowingly, allowing another student to copy one's own work.
- ❖ Submitting work done by another student as your own (including work paid for from professional sources).
- ❖ Colluding with other students to produce work, this is then submitted individually.
- ❖ Fabricating data/results (in experiments, research, interviews, observations, surveys).
- ❖ Using unauthorised equipment/notes/books to produce work for submission.
- ❖ In examinations: copying from or impersonating another candidate, introducing unauthorised materials into the exam room, unauthorised communication during an exam and obtaining an advanced copy of an 'unseen' exam paper.
- ❖ Falsely claiming extenuating circumstances to gain an unfair advantage in assessment outcomes.
- ❖ Bribing tutors/teaching staff or any member of the College.

## **Policies and Procedures**

### **Attendance and Punctuality policy:**

The College's policy is that students must attend all their timetabled classes and be punctual.

If students cannot attend the college they should contact the Office Administration. An authorised absence is an absence agreed by the Administration. An authorised absence is normally either absence owing to illness or a compassionate reason. The College reserves the right to request written confirmation of either illness or absence on compassionate grounds. Prolonged absence should be supported by a Doctor's note.

Attendance and punctuality is monitored through registers and also by lesson observation data. Analysis of attendance data is taken through attendance monitors, and follow-up action is taken.

Under any circumstances all students are required to maintain a minimum of 80% attendance record, failure to do so may result in non-issuing of their course certificate.

### **Marking Policy:**

- Accentuates attainment positively.
- Relates to clear marks schemes that enable learners to understand individual attainment.
- Uses comments or signs that are consistent and understood by learners.
- Relates to the criteria set up by the awarding body.
- Especially in the case of electronic marking, is not weakened by securing ease of operation at the expense of quality of learning.
- Is clearly identified to learners in advance as primarily either for a formal assessment or developmental in purpose.
- Confirms where required with awarding-body regulations (on assessment, deadlines, re-submissions, claims against assessment, etc.), which may however not be applicable in early or less formal work.

Is applied to work that is both regularly set and (subject to regulations) promptly returned to learners, to reasonable published deadlines agreed within the teaching team.

### **Environment Policy:**

It is the policy of London Lea Valley College to operate in a way that both conserves and improves the environment. Through its own practices the College seeks to promote a sound awareness and understanding of environmental issues.

**The College will achieve this by:**

- undertaking energy audits and introducing energy conservation measures as appropriate;
- Continuing to improve and maintain the College estate with an awareness of environmental impact;
- progressively reducing the use of hazardous chemicals, where possible;
- providing improved means of disposing of general trade waste;
- providing a means of collecting other specific waste products which cannot be recycled;
- exploring further the viability of recycling certain waste material; and
- monitoring progress and periodically reviewing how environmental objectives are being met.

**Complaints Procedure:**

- While recognising that it is everyone's entitlement to have representation or support in making a complaint the College will normally only accept a complaint that is made in the complainants own name, unless they are under 16 years of age.
- Where possible complaints about staff, students and college facilities or services should in the first instance be made at the point of contact where every effort will be made to "put things right" immediately.
- Complaints must be made in writing.
- Complaints will be acknowledged in writing and every effort will be made to resolve the issue within appropriate time.
- Where a complaint may take longer to resolve, for instance where external agencies may have to be consulted, the complainant will regularly be kept informed of progress.

## **LLVC AND STUDENTS**

### **Student Profiles**

- Statistical information on the profiles of students will be evaluated to ensure equal opportunity of access to provisions. This will include profiles of age, gender, ethnicity, disability and range of provision undertaken, by vocational area, subject area and level.
- Indicators of inclusion and diversity will be agreed and priorities for action will be identified.
- Action plan will be made to address key issues of inclusion.

### **Course Profile**

- Statistical information on the profiles of courses will be evaluated to ensure an adequate range of provision and modes of delivery. This will include measurement of responsiveness, flexibility, innovation and impact on skills, society and the economy.
- Indicators of curriculum responsiveness and effectiveness will be agreed and priorities for action will be identified.
- An action plan to address key issues of responsiveness and effectiveness will be designed.

### **Performance Indicators**

- ✚ The College will select appropriate performance indicators and measurements.
- ✚ The administration will ensure and review the operation of detailed procedures of monitoring and controlling quality against the indicator and measurement parameters.
- ✚ The college will provide Learning Managers and Course Teams with sufficient information and guidance on performance indicators and measurements to allow rigorous review of performance and achievement.

### **Review of Performance**

- ✚ The Course Team will review the progress and achievement of all levels and submit their analyses and recommendations for improvement and development.
- ✚ The analysis and recommendation will be prioritised and assessed for improvement and development.

## **Terms and Conditions**

The Terms and Conditions govern the contract between the College and its students. It is important that you read and understand the Terms and Conditions because any offer of a place to study at the College is made subject to your acceptance of them.

### **1. CONTRACT FORMATION**

A contract on the Terms and Conditions is formed between you and the College at the point when you accept the offer of a place at the College. By accepting a place at the College you are also agreeing to be bound by the Terms and Conditions. It is therefore important that you read and understand them prior to accepting your place.

The contract will expire, subject to the provisions for early termination in the Terms and Conditions, on the completion of your programme, whether or not you are conferred with a College award.

### **2. ADMISSIONS TO THE COLLEGE**

#### **2.1 Consideration of applicants**

All applications for a place at the College are considered on their merits in the context of the specific and general guidance set out in the Prospectus and any special requirements as set out in clause 2.2. All Prospective Students will be required to declare criminal convictions. The requirements stated in the Prospectus may be varied from time to time without notice to Prospective Students where if it is reasonably considered by the College to assist in the proper delivery of education. The College is not obliged to provide reasons for its decisions in relation to applications.

#### **2.2 Special requirements**

Students for certain specified programmes must comply with special requirements. Some special requirements must be complied with as a condition of a Prospective Student obtaining their place at the College and other special requirements continue throughout the period of the programme. These special requirements are often imposed by law, accrediting or professional bodies, or other third parties. For example, some programmes may require additional declarations by the Student relating to their health, criminal convictions and cautions. There may be a requirement for a check of criminal convictions (via the Criminal Record Bureau's Disclosure Service) and/or

medical examinations. In addition, certain standards of behaviour and attendance requirements may apply.

Details of any current special requirements that apply to your programme can be obtained from the College. Variations or new special requirements may be introduced by the College from time to time without notice to Prospective Students or Students if they are required by a third party or by law, or where it is reasonably considered by the College to assist in the proper delivery of education.

Failure to comply with any such special requirements may result in termination of your contract, with the consequence that you may not be permitted to begin your programme at the College or you may be required to leave your programme and/or the College.

### **2.3 Conditional Offers**

Some offers of places may be conditional on a prospective student fulfilling certain requirements either academic or otherwise, which will be stipulated when the offer of a place is made. If a prospective student fails to meet these requirements to the reasonable satisfaction of the College, the contract between the prospective student and the College shall, unless the College agrees otherwise, automatically come to an end and both parties shall be in the same position as if they had never entered into any contract.

## **3. PROVISIONS OF PROGRAMMES AND SERVICES**

Students will be notified of the commencement date of their programmes. Unless this contract is terminated earlier, it will be completed on the last day of the final Semester of the Student's programme in the Student's final academic year or the last day of any assessment of the Student's performance (whichever is latest).

The College will use its reasonable endeavours to deliver programmes in accordance with the descriptions set out in the relevant prospectus. However, the prospectus is produced at the earliest possible date to provide maximum assistance to intending applicants. It is inevitable that changes will occur between the date of printing and the start of the Academic Year to which they relate.

### **3.1**

The college reserves the right to make variations to the contents or methods of delivery or assessment or locations of programmes, to discontinue programmes, to merge or combine programmes and to introduce new programmes if such action is reasonably considered to be necessary by the College. Such changes may occur either before or after enrolment of a student. Prospective students and students have a right to withdraw from the programme if after they accept a place the course is substantially varied from the description in the prospectus; in such circumstances a refund will be made of any tuition fees or deposit already paid on a pro rata basis for the unexpired period of the Semester or Academic Year for which such fees have been prepaid and the College has received notice from you that you wish to withdraw from the programme for that reason.

### 3.2

The college reserves the right to make variations to or withdraw services if such actions are reasonably considered to be necessary by the College. The College reserves the right to make additional charges and to vary such charges from time to time for services.

### 3.3

The College aims to offer maximum flexibility of study within the relevant Regulations but does not guarantee that all parts of and options within programmes will be available to all students who are qualified to take them.

### 3.4

In the event that the College discontinues or suspends your programme after an offer has been accepted and at any time during your programme, or of your request if your programme has been substantially changed, the College will use its reasonable endeavours to provide a suitable alternative programme at the College or suggest a suitable course at an alternative educational institution but this shall be the full extent of its liability.

## 4. DEFINITION

In these Terms and Conditions, the following terminology shall have the following meanings:

**Academic Year** means a calendar year running from September in one year to June in the next year.

**Fees** mean tuition fees, and where relevant registration, examination, residential and any other fees or costs required for programmes or services.

**Collaborating organisations** means an institution or organisation with which the College has an agreement in relation to the provision of programmes and/or the conferment of awards, degrees or diplomas.

**Prospectus** means the current College prospectuses giving details of programmes for the following Academic Year.

**Programme** means a programme or course of study at the College.

**Prospective Student** means a person who has accepted a place at the College, conditionally or unconditionally, and who has not yet enrolled for their first Academic Year at the College.

**Regulations** means the College's Instrument and Articles of Government, regulations, rules, codes, policies, procedures and other instructions and administrative arrangements as are in force and as amended from time to time, including relevant decisions.

**Semester** means the two periods of the Academic Year called semesters. The first semester runs from September to January and the second semester runs from February to June.

**Services** mean such educational services and facilities which at its sole discretion are provided by the College for students.

**Student(s)** means those students who are pursuing a programme as an enrolled student of the College.

**Tuition Fees** means the fees charged by the College specifically for the provision of programmes to Students.

**The College** means London Lea Valley College.

**Terms and Conditions** means the terms and conditions contained in this document and in the Regulations.

## **5. RULES AND REGULATIONS**

You are required as a condition of enrolment at the College to abide by, and to submit to the Regulations. These include Regulations in the following areas (although the list is not all embracing) academic, conduct and discipline, financial, health and safety, data protection, library and computing, equal opportunities, complaints and programme requirements.

The College reserves the right to make reasonable changes to the Regulations where in the opinion of the College it will assist in the proper delivery of education and/or it is in the interests of the College. These changes will normally come into effect at the beginning of the next Academic Year. The College reserves the right to introduce changes during the Academic Year when it reasonably considers it to be in the interests of students or it is required by law.

## **6. PAYMENTS**

### **6.1 Fees**

The College charges tuition fees for the delivery of its programmes and you will have primary responsibility for payment, although in many cases payment will be made on your behalf by a third party; for example a local education authority or a sponsor. The College will invoice you or the third party paying on your behalf for the tuition fees to be paid on the date stipulated in the invoice. If the third party does not make payment in full by the due date you will be invoiced personally for any outstanding balance. If payment is not made provisions of clause 6.5 may come into force. You are contractually obliged to pay the tuition fees and all other fees on the dates they fall due from the moment the contract is formed, i.e. when you accept an offer of a place. Tuition fees are usually charged to students in every Academic Year of their programmes and you should therefore ensure that the necessary arrangements to pay your have been made before enrolling for the next Academic Year. The tuition fees for all programmes are issued by the Administration Office, which should be contacted for further details.

### **6.2 Level of fees and fee review**

The levels of fees are reviewed and may be revised on an annual basis prior to the beginning of the Academic Year in question.

### **6.3 Tuition Fees Payments**

You must comply with the relevant fees policies and procedures which are set out in the Terms and Conditions.

In particular, if you or any third party who is supposed to pay your tuition fees on your behalf, fails to pay any Tuition fees by the due date specified in the invoice from the College, the College reserves the right to charge you interest on any outstanding Tuition fees on a daily basis until all outstanding Tuition fees and interest are paid, and at any time during the Academic year to withdraw you from your programme and to withhold all services until all outstanding Tuition fees and interest are paid and/or terminate the contract between you and the College.

#### **6.4 Liability for Tuition Fees on Termination of Contract/Refunds**

If you withdraw or transfer from the College to another institution before enrolment or within the first three weeks of your programme all tuition fees will be refunded subject to the College retaining all or part of any deposit as specified in clause 6.6.

Where a student withdraws from the College, transfers to another institution or takes time out from their programme after the first three weeks but before the end of on Academic Year, refunds/credits of tuition fees paid are not automatically given. The College may refund a proportion of any tuition fees prepaid by the student on a pro rata basis for the unexpired period of the Academic Year, subject to the College retaining an amount to cover its reasonable losses and costs as a result of the withdrawal.

Students must formally notify the Administration Office immediately in writing that they have withdrawn and any refunds/credits will be calculated from the date the College receives such formal notification.

#### **6.5 Debts**

The College reserves the right at any time during the Academic Year to withdraw you from your programme and to withhold all services until all outstanding tuition fees and interest are paid and/or terminate the contract between you and the College. If at the end of an Academic Year you are in debt to the College for any Fees or charges (including but not limited to tuition, accommodation, library, etc), the college reserves the right not to allow you to enrol on your programme for the next Academic Year. If you are in the final year of a programme, the College will not release your certificate, or a letter of confirmation of an award, until all debts to the College are paid.

## 6.6 Deposits

The College reserves the right not to refund the deposit in following circumstances:

Governmental actions, war, riots, civil commotions, fire, flood, epidemic, labour disputes (including labour disputes involving the workforce of any third party) and act of God.

Any deposits for a programme, where a deposit is required your place will not be guaranteed until it is paid and the College reserves the right to withdraw the offer of a place on the programme without further notice to you if the deposit is not paid by the date stipulated in the offer. Under the **Distance Selling Regulations** you have a right to cancel your place within a specified period and details of this will be notified to you in your offer letter. If you withdraw before the expiry of the period notified to you in your offer letter, you will be entitled to a refund of any deposit paid. If having paid a deposit you cancel or withdraw from your programme after the expiry of the said period, then some or all of the deposit may be retained as a contribution towards the College's reasonable costs and losses.

## 7. COLLABORATING ORGANISATIONS

If you are studying at a Collaborating Organisation you will be subject to certain additional Regulations and contractual terms of that collaborating Organisation, including Disciplinary Regulations. Breach of these additional regulations or contractual terms will be treated as a breach of the College's Rules and Regulations and may also result in the college requiring you to withdraw from your programme and to withhold services and/or terminate the contract between you and the College.

The College has agreements with Collaborating organisation which set out the rules and responsibilities of each in relation to your admission, programmes and services. Where such responsibilities rest with the Collaborating Organisation the College excludes liability to the fullest extent permissible by law for:

- failure by the College or the Collaborating organisation to carry out those responsibilities; for the negligent acts or omissions of the Collaborating Organisation's staff; or
- for circumstances beyond the College or the Collaborating Organisation's control which prevent or limit performance of the college or the Collaborating Organisation's obligations.
- save that the College does not exclude any liability for any personal injury to or death of a student due to any negligent act or omission of the College or its staff. rectify any error that might be discovered in due course; and/or

- further to codify existing arrangements.

These changes will normally come into effect at the beginning of the next Academic Year, although the College reserves the right to introduce changes during the Academic Year when it reasonably considers it to be in the interests of students or required by law.

## **8. DATA PROTECTION ACT**

The College is registered under the Data Protection Act 1998 ("DPA 1998") to hold personal data (as defined under the DPA 1998 ("Personal Data")) including sensitive personal data as defined under DPA 1998 ("Sensitive Data")) on its student and third parties such as individuals enquiring about College services. The College will only hold and use Personal Data for the purposes stated.

## **9. LIABILITIES**

### **9.1 General**

Students are advised to obtain insurance for their own property and should note that sporting activities are undertaken at their own risk. The College cannot accept responsibility, and expressly excludes liability to the fullest extent permissible by law, for:

- all damage to your property unless it is caused by the negligence or default of the college or its staff;
- the non-return of work submitted for assessment;
- any modification or cancellation of programmes;
- personal injuries or death except in so far as it is caused by the negligence of the college or its staff; and
- all indirect and consequential losses, loss of opportunity and loss of income or profit however arising.

In any event, save for any liability in negligence for personal injury or death, any remaining liability or any other liability of the college in contract, tort, breach of statutory duty, misrepresentation or any other liabilities however occurring, are limited to the value of tuition fees paid by or on behalf of the student to the College or the amount, if any, the College receives from its insurers in respect of that particular loss whichever is the greater.

**9.2 Exclusion of Liability for events beyond reasonable control**

Neither party shall be liable to the other for any failure or delay in performing its obligations under this contract if such failure or delay is due to any cause beyond that party's reasonable control. This will include (but will not be limited to) governmental actions, war, riots, civil commotion, fire, flood, epidemic, labour disputes (including labour disputes involving the workforce of any third party) and act of God.

**9.3 Connecting student's personal IT equipment to the College network**

Students may not connect personal IT equipment to the College network unless express individual consent has been obtained as set out in the 'Regulations for the use of IT facilities'. Students connecting to the network do so on the basis that they accept all risks associated with the connection (e.g. virus attack) and that the College accepts no liability. Save for loss or damage caused directly by the negligence or breach of contract by the College of its staff and provided always that the College accepts no liability for any indirect and consequential losses.

**10 TERMINATION OF CONTRACT****10.1 Termination of Contract by the College**

The College may without liability terminate this agreement at any time immediately by written notice if you are in material breach of the Terms and Conditions and in particular in the following circumstances;

- a. If you have provided false, incomplete or misleading information in relation to your application for admission to the College;
- b. If you fail to comply with requests for information, to make declarations, and/or to meet any specific requirements of your programme;
- c. Where your circumstances change so that you are no longer able to meet the special requirements set out in clause 2.2, for example, you acquire a relevant criminal conviction or develop a condition so that you no longer meet the occupational health requirements;
- d. Where it has been found that you have breached the 'College Code of Conduct'.
- e. If you fail to meet the required standard of students' performance for your programme,

- f. including but not limited to unsatisfactory standard of work, failure to meet specified attendance requirements [for your programme], failure to submit course work and/or meet programme deadlines, failure to fulfil a specified contract of studentship in a programme and failure to adhere to professional standards for training purposes.
- g. If you fail to pay any tuition fees by the due date specified on the College's official invoice. This includes where you have an agreement with a third party for them to pay your tuition fees on your behalf since you are contractually responsible for payment of fees;  
If at the end of an Academic Year you are in debt to the College for any fees or charges, including but not limited to tuition, accommodation, library, nursery and student emergency loans, which are outstanding for more than 30 days.

### **10.2 Termination of Contract by the Student**

If you decide prior to enrolment in your first Academic Year not to take up a place offered to you, you must notify us immediately and in any event prior to the date upon which enrolment is scheduled to take place. You may be entitled to a refund of all or part of any deposit paid (as set out in clause 6.6). Students withdrawing, transferring to another institution or taking time out from their course after enrolment may be entitled to a refund of all or part of their tuition fees (see clause 6.4). The College will endeavour to provide information and advice to such students.

## **11 NOTICES**

Any notice served by the College under these Terms and Conditions and any correspondence from the College shall be deemed to have been served two working days after dispatching to the address notified to the College by you. The College shall be entitled to assume that the last address notified by you would be regarded as your current address, and therefore you must keep the College informed of any changes to this address.

Any correspondence from the student to the College should go to the address specified for such correspondence in these Terms and Conditions. Such correspondence shall be deemed to have been served on the College two working days after posting.

## **12 CHANGES TO TERMS AND CONDITIONS**

### **12.1**

The College reserves the right to make reasonable changes to the Terms and Conditions from time to time, both before and after you enrol where in the opinion of the college it will assist in the proper.

### **12.2**

In the event that any term, condition or provision contained in the Terms and Conditions, is held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall, to that extent, be severed from the contract between you and the College without affecting the remaining terms and conditions which shall continue to be valid.

### **12.3**

If the College permits you to transfer between programmes, such transfer shall be treated as a variation of your contract with the College and will be subject to your continued acceptance of the Terms and Conditions. No other variation or amendment to this contract may be made by you without the prior written consent of the College.

### **12.4**

Any new editions of the Terms and Conditions shall be placed on College Notice Board and may be publicised by other means so that you can be aware of any changes.

## **13 STATUS OF TERMS AND CONDITIONS**

These Terms and Conditions represent the entire agreement between you and the College and shall supersede any and all prior agreements and all other documents or statements written or oral between you and the College.

In the event of inconsistencies between the Terms and Conditions in this document, the Regulations and the prospectus, the Terms and Conditions in this document shall prevail over the Regulations which shall in turn prevail over the prospectus.

Any failure of or delay by the College or a student in relation to the exercise of its Rights under the Terms and Conditions shall not constitute a waiver of such rights and any waiver in respect of one's act or omission shall not operate as a waiver in respect of any other or future acts or omissions.

It is not intended that any third party should be entitled to enforce any of the provisions of these Terms and Conditions and in particular no third party who would not have been so entitled except under the provisions of the Contracts (Rights of Third Parties) Act 1999.

#### **14 HEADINGS**

- The headings in these Terms and Conditions are included for convenience or reference only and shall not affect the interpretation of this Agreement.

#### **15 QUERIES AND COMPLAINTS**

Queries about the Terms and Conditions should be addressed to the Head of the College who shall be responsible for determining any matters of interpretation.

If you have any queries, concerns or complaints relating to the processing of your application, please contact the Admissions Office.

The College has a students' complaints procedure (see complaint procedure)

#### **ACCURACY OF INFORMATION**

Every reasonable effort has been made to ensure that accuracy of the information provided in this prospectus at the time of going to press. However, the educational and associated support services are regularly reviewed and are subject to change from time to time. We recommend that you contact the College to check the current position on courses and services.