



LONDON PROFESSIONAL ACADEMY (LPA)

**TERMS AND CONDITIONS FOR HIGHER
EDUCATION COURSES**

Title: Terms And Conditions For Higher Education Courses

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INTRODUCTION

The offer of a place on a higher education course or programme of study at London Professional Academy (LPA) is made subject to these terms and conditions. Your acceptance of the place at LPA is also your acceptance of these terms and conditions and represents an agreement between you and LPA.

This document, and any policies or procedures to which it refers, together with your enrolment documentation and any course-specific conditions applicable to the course you choose to study, form the contract made between you and LPA.

These terms and conditions set out your rights and obligations and those of LPA. It should be noted that these terms and conditions relate solely to the provision of tuition related services by LPA; they do not cover other LPA services and activities. These terms and conditions do not apply to students who undertake their course at another institution, for example through a franchise/partnership arrangement.

YOUR COMMITMENT TO STUDY

By accepting the offer of a place at LPA you agree to comply with the provisions of all LPA's regulations, rules, codes of conduct, policies and procedures that apply to enrolled students from time to time

Key elements of the Commitment to Study that you should be aware of include (but are not limited to):

- LPA's expectations with regard to student attendance, academic due diligence and academic progress
- These will be communicated clearly to you during the induction period at the start of your course
- Failure to meet these expectations may mean that you are not permitted to progress on your course
- LPA's rules regarding academic misconduct, including plagiarism and the processes LPA uses to detect plagiarism

- Breach of these rules may result in a disciplinary process and/or expulsion
- LPA's rules regarding payment of sums due to LPA, which can be found in our published fee payment information
- If you do not pay money that you owe to LPA, the academy reserves the right to withdraw its services and/or your right to use its facilities where it is necessary and proportionate to do so, and may include being withdrawn from LPA
- In deciding whether to do so, LPA will consider all the circumstances of your case
- LPA's expectations of student behaviour and breach of these rules and expectations could result in a disciplinary process and the imposition of sanctions, including being withdrawn from the academy Where your course requires student work placements or other activities which routinely place a student in contact with vulnerable adults there is a requirement that you will undergo additional checks which can include an enhanced Disclosure and Barring Service check
- Depending on the outcome of these checks, you may not be eligible to enrol on these course
- If you are offered a place on a course where a criminal conviction would affect your eligibility to study or carry out a work placement there is an obligation that you notify LPA immediately if you receive any criminal convictions at any point from acceptance of the offer until the completion of your course
- Failure to notify could result in termination of LPA's contract with you or disciplinary action against you
- LPA's regulations, rules, codes of conduct, policies and procedures are subject to periodic review and may be updated by the academy from time to time to ensure that they remain fit for purpose and compliant with relevant legislation and regulations, e.g. the requirements of quality assurance, regulatory or accrediting bodies, to incorporate sector guidance or best practice
- LPA will take all reasonable steps to minimise disruption to students e.g. by giving reasonable notice of changes to regulations before they take effect or by phasing in changes, if appropriate
- If necessary, information can be provided to you in other formats - please contact LPA's to discuss your needs.

ADMISSIONS

- Any offer made to you is subject to you satisfying the academic and/or equivalent industry experience requirements for your course and is made in accordance with LPA's policies
- If you have received a conditional offer, we will set out the conditions in the offer that you need to fulfil in order to be admitted to the course
- Applicants are expected to have met all conditions of their offer at the time of enrolment
- We may withdraw or amend any offer, or terminate your studies at LPA if we discover that your application contains incorrect or fraudulent information, or if you are found to have omitted key information
- You must notify LPA at the earliest opportunity in the event that there is a change in your circumstances between the acceptance of an offer by you and the beginning of your course which means that the information you gave in your application is no longer accurate or correct
- If you are a non-EEA citizen and/or require a visa to enter or remain in the United Kingdom, the offer and your attendance on the course are subject to you meeting the requirements set out by UK Visas and Immigration in the terms of Tier 4 accreditation
- See the gov.uk website for current regulations and please ask to speak to an International adviser at LPA before you apply
- If you accept the offer of a place on a course and then choose to defer entry to a later year, the terms and conditions of your contract with LPA shall be those applicable to the year in which you commence your studies with us.

RIGHT TO CANCEL

- You have a statutory right to cancel your contract with LPA without giving any reason
- The cancellation period under UK consumer law will expire 14 days from the day you enrol

- To exercise your right to cancel you must inform LPA of your decision to cancel this contract by sending an email or in person
- If you cancel this contract within the cancellation period described above, LPA will reimburse to you all payments received
- In addition to the cancellation period LPA will allow you to cancel the contract at any time up to the date on which your course is due to commence
- If you cancel the contract after the cancellation period has expired, LPA will not be obliged to refund payments made by you
- You are required to pay a course tuition fee to LPA for each year of your course and information on how to pay your fee, can be found in the LPA's fee policy
- On enrolment, you agree to pay the course tuition fee, any other course related costs and expenses as outlined to you
- The published course tuition fee will in most cases be retained for second or subsequent years of your course, however LPA reserves the right to increase the fee each year Subject to government regulations on fee increases
- Your course and qualification may require you to pay other costs which are not covered by your course tuition fee. Examples include (but are not limited to) registration with Professional, Statutory or Regulatory Bodies with whom you are required to register and some courses require you to produce work where the choice of materials used is at your own discretion and cost
- In addition, most courses have a recommended list of books which you may need to purchase or otherwise access
- Where such other mandatory costs apply, you will be notified prior to enrolment
- **General costs** You are expected to provide your own writing equipment (pens, pencils etc.) and stationery
- **Optional Costs:** Some courses provide opportunities for students to undertake optional activities which are not a mandatory part of the course
- Participation is at your discretion, and may be subject to additional cost
- Details of such activities/opportunities will be provided directly by your course team.

YOUR OBLIGATIONS

You are required to:

- Attend all activities which form part of your course, such as classes, workshops, lectures, training, tutorials, examinations and other activities (subject to absence for genuine medical reasons or other circumstances acceptable to LPA)
- Complete and submit all course work required for the course by agreed deadlines or inform course tutors where a situation arises that prevents you from doing so
- Carry out adequate preparation for any activity which you are required to undertake in connection with your course
- Provide LPA with an emergency contact name and details which may be used by the academy at its discretion
- Comply with any professional standards that may be applicable to your course
- Conduct yourself in an appropriate manner
- Wear/display your LPA ID card and lanyard at all times when on campus and present it to the staff if requested to do so (a nominal fee will be charged for a replacement card)
- Comply with any reasonable instructions issued to you from time to time by or on behalf of LPA
- Notify LPA promptly of any changes to the information which you submitted on application or enrolment; for example, if you change your correspondence address or contact number (including mobile phone number)
- Pay all course tuition fees and other applicable fees in connection with your course
- It is a condition of entry on to the course, and of your subsequent continuation in each academic year, that you formally enrol at LPA.

DISCLAIMER (including withdrawal or variation of courses)

LPA will do all that it reasonably can to provide the educational services as described on its website, in the prospectus or in other documents issued to appropriately enrolled students

Sometimes circumstances beyond the control of LPA mean that it cannot provide such services. Examples include (but are not limited to):

- Industrial action by LPA staff or third parties
- The departure of LPA staff)
- Power failure
- Acts of terrorism
- Damage to buildings or equipment
- Where the numbers recruited to a course are so low that it is not possible to deliver an appropriate quality of education for students enrolled
- In such circumstances, LPA will take all reasonable steps to minimise the disruption to its educational services and to those affected
- LPA excludes liability, to the full extent that is possible under the general law, for any loss and/or inconvenience suffered by any applicant or student as a result of such circumstances
- LPA will use all reasonable endeavours to deliver the course in accordance with the publicised description of the course
- However, LPA may make reasonable changes to the course (including to the content of the course where developments in the subject area make that necessary or a relevant regulatory/accrediting body requires changes to be made; the location of the course or the method of delivery of the course) where that will enable the academy to deliver a better quality of educational experience to students
- If LPA makes any changes your course and you are not satisfied with those changes, you will be offered the opportunity to withdraw from the course and, if required, reasonable support to transfer to another provider
- LPA does not accept responsibility and expressly excludes liability to the fullest extent possible under the general law for loss or damage to

students' property or for infection of students' equipment caused by computer viruses and for the consequences of such damage.

TERMINATION OF THESE TERMS AND CONDITIONS

If you choose to formally withdraw from your course before completion, or if you are excluded from LPA for breach of rules and expectations, you must:

- Immediately return the LPA ID card which was issued on enrolment
- stop attending lectures, timetabled teaching sessions or undertaking research
- Return all items and materials issued to you but owned by LPA
- Cease using LPA facilities.

DATA PROTECTION

LPA shall hold, use and process personal data or information about you in accordance with the Data Protection Act 1998 and from 25 May 2018, the General Data Protection Regulation (GDPR).

GENERAL

These terms and conditions relate only to higher education courses delivered directly by LPA. Should any element of the above Terms and Conditions become illegal, invalid, void or unenforceable, it shall not affect the legality, validity or enforceability of the other elements. These conditions shall be carried out in all respects in accordance with the laws of England.