

# TERMS AND CONDITONS

*These terms and conditions form the basis of the contract between Corndel College London and the student.*

*DRAFT SUBJECT TO APPROVAL*

*October 2022*

*Corndel Education Ltd*

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## Terms and Conditions

These Terms and Conditions are important as they explain our contractual relationship with you as a student and you cannot become a student without signalling your acceptance of them. Please ensure you read them carefully before accepting them. If you require these terms and conditions in an alternative format, please contact [Registry@corndelcollegelondon.com](mailto:Registry@corndelcollegelondon.com)

### 1. Definitions

**We/Us/Our/CCL** means Corndel Education Ltd. trading as Corndel College London

The Corndel Education Limited is a private company limited by shares incorporated in England and Wales with registered number 13486506 and its registered office is at 410 Highgate Studios, 53 – 79 Highgate Road, London, NW5 1TL.

**You/Your** means a registered student of CCL

**Applicant**

**Apprentice(s)** is an employee of a third-party company who is registered on a CCL **Programme** as part of an apprenticeship.

**Apprenticeship Programme** means the **Programme** that is offered as part of an **Apprenticeship**.

**Intellectual Property** means any patent, rights to inventions, copyright and related rights, performers' property rights, trademarks, trade names, domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information, and other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

**Material Change** is a substantive change to the **Material Information** related to your **Programme**.

**Material Information/Material Aspect** is the information we give to you when we make you an offer of a place on your Programme. This is:

- *These Terms and Conditions*
- *Key details of your Programme* as detailed in **your Student Offer Letter** – Programme Title and the award you will receive (e.g. BA(Hons) XYZ) upon successful completion; awarding body (e.g. Poppleton University); tuition fees and necessary additional costs; entry requirements; Programme learning outcomes; any professional, statutory or regulatory body (PSRB) accreditation(s) associated with the Programme; compulsory and likely optional modules that make up your Programme; modes and methods of study (e.g. Part time/full time, online and on campus); expected duration; location or possible locations of delivery, the types of assessment used on the Programme.
- *Key documents* that outline how we operate and what we expect of you, including – Academic Regulations, Complaints, Appeals, Student Conduct, Academic Misconduct, Freedom of Speech Policies, Intellectual Property Policy, Data Protection Policy, Student Data Privacy Notice, IT Acceptable Use Policy, Student Protection Plan, Refund and Compensation Policy.
- *The Admissions Policy*

**Material non-disclosure** means a failure or refusal by **you** to provide **us** with accurate and relevant information (e.g. you do not provide details of a relevant criminal conviction or you over-state your experience/qualifications).

**Programme** means **the** programme of study (e.g. the title, award / modules) you are registered to study on

**Partner** means an institution we work with in order to provide you with a recognised higher education qualification.

**Quality Assurance Processes** means the way we ensure our programmes are up to date, coherent, and maintaining appropriate standards including those required of us by our **Partner** and the Office for Students.

**Registration** is the process by which you register as a student of CCL. To register you must

- Meet any conditions associated with the offer we made for you to study the programme including eligibility for apprenticeship funding if you are joining an **apprenticeship programme**.

- Confirm your personal details

- Confirm the Programme you are studying

- Agree to these terms and conditions and other key regulations and policies listed under Material Information/Aspects above

- Agree and make arrangements to pay the relevant tuition fee where this is not met in whole by the Employment and Skills Funding Agency as part of an **Apprenticeship Programme**

**Stakeholders** includes among other things means PSRBs (e.g. Chartered Management Institute), employers, external examiners, regional and national governmental and non-governmental bodies (e.g. the Office for Students, IFATE, ESFA etc.).

**Student** – an individual who has completed registration for a Programme offered by CCL.

**Student Offer Letter** means the letter **you** receive as part of **our** offer to **you** and confirming the material information applicable to **your** chosen **Programme**.

## 2. Becoming a Student

2.1. These **Terms and Conditions** together with the other **Material Information** form the basis of the relationship between **you** and **us** which starts when **you** accept an offer of a place on the Programme at CCL.

2.2. Once you have completed **Registration** these **Terms and Conditions** will become the contract between you and CCL.

2.3. By completing Registration, **you** will also be agreeing to abide by, comply and engage with the CCL wider regulations policies and procedures. In particular **you** should be familiar with:

- The Admissions Policy;
- Academic Regulations;
- Academic Integrity Policy;
- Student Conduct Policy;
- Fitness to Study Policy;
- Complaints and Appeals Policy and Procedure;
- Health and Safety Policy;
- Privacy Policy.

2.4. You are required to complete **registration** when **you** first join CCL and each year that you are a **Student** to signal your continuing acceptance of these **Terms and Conditions**, including any non-substantive changes made to these **Terms and Conditions** and/or other key documents listed as **Material Information**.

2.5. As a CCL **Student** **you** are required to maintain certain standards of conduct in addition to any such standards imposed on you by an employer if **you** are an **Apprentice**. If you fail to meet the standards of conduct expected of **you**, **we** may terminate **your** studies in accordance with the Student Conduct Policy without any liability to **us**.

2.6. These **Terms and Conditions** will apply until **your registration** lapses, **you** complete your **Programme** or **you** or **we** terminate your studies.

- 2.7. If **we** offer **you** a place on a CCL **Programme** it is subject to **you** satisfying any conditions (e.g. visa or English language requirements, or qualifications and references) detailed in the **Student Offer Letter**. If **you** are unable to evidence to our satisfaction that **you** have met the conditions of the offer within two weeks of the start of the course, **we** reserve the right of withdraw the offer without liability.
- 2.8. If you are going to study with us as part of an **Apprenticeship Programme**, you will only be able to register if you can provide evidence that you meet the UK Government's conditions for **Apprenticeship** funding. We may require to you provide relevant documents relating to your eligibility at any point during your studies.
- 2.9. At **our** discretion **we** may allow **you** to provisionally complete **registration** and become a **Student** where we reasonably believe you will be able to:
- supply relevant evidence that **you** have met the conditions specified in the **Student Offer Letter** (e.g. where qualification results are disrupted); and
  - make credible arrangements to pay **your** fees or demonstrate to our satisfaction that your fees will be paid for by another person or organisation (e.g. a sponsor or the Student Loans Company).
- 2.10. In such circumstances **we** will specify a reasonable deadline for the provision of the required information. If **you** do not provide the required information to **us** by the specified time **we** may terminate **your** studies without liability to **us**, and **you** will be liable for all tuition fees payable for studies undertaken up to the point of termination.
- 2.11. We are committed to providing an inclusive and accessible environment and strives to make reasonable adjustments to accommodate the needs of our students. If **you** have a disability or long-term health condition we strongly encourage **you** to disclose the relevant information to **us** as early as possible so that **we** can discuss appropriate support arrangements with **you**.

### 3. Partners and Stakeholders

- 3.1. **We** provide many of **our programmes** in partnership with other education providers and employers. To remain a **student**, you may also be required to enter into a contractual relationship with them (e.g. an employment contract for an **Apprentice**). These **Terms and Conditions** are separate to, and have no effect on any other agreements you are required to enter into.
- 3.2. Depending on the circumstances the policies of a **Partner** or **Stakeholder** may take precedence over our own Policies (e.g. when you are on their premises or using their systems) provided they do not conflict with the Academic Regulations of CCL or those specifically approved for **your Programme** by a **Partner**.
- 3.3. If **you** are studying for a recognised Higher Education Qualification (e.g. a Degree) with CCL your **Student Offer Letter** will detail the **Partner** that will confer the award.

### 4. Tuition Fees, Payment and Debt

- 4.1. If you are not an **Apprentice**, and the **Student Offer Letter** requires you to pay your fees to CCL, **our** Tuition Fee Policy will apply.
- 4.2. The **Student Offer Letter** will detail:
- any deposit you are required to pay us to secure a place on the Programme;
  - tuition fees you are required to pay us.

- By when any deposit or tuition fees must be paid by (or by which credible arrangements to pay must have been agreed by CCL).
- 4.3. If **you** do not pay any deposit in accordance with the payment terms advised in **Student Offer Letter** we reserve the right to withdraw the offer without further notice. Deposit paid by **you** will be offset against the balance of tuition fees owed to **us**.
  - 4.4. Tuition fees cover the teaching and first attempt at assessment for the modules that make up your **programme** in that academic year. They also cover one resit opportunity for each assessment (e.g. if you do not achieve a pass mark, the fee will cover one further attempt at that assessment). Additional modules and retakes of modules (where you have failed the further attempt) will incur additional charges as detailed in the Tuition fee Policy. There may be additional costs relating Programme that **you** will need to meet. Additional costs include, but are not limited to: computing, compulsory texts, materials, printing costs and optional field trips. Additional costs are included on our website and in the **Student Offer Letter**.
  - 4.5. By completing **Registration** **you** agree to pay, or make arrangements to pay, all tuition fees and additional costs as and when they fall due, in accordance with the payment terms detailed in your **Student Offer Letter** and the Tuition Fee Policy. If you are on an **apprenticeship programme** you are liable for additional costs and any non-mandatory events (e.g. optional field trips) you opt in to.
  - 4.6. Where **your** fees will not be paid in full at the point of **Registration**, **you** must provide us with credible evidence that **you** will be able to meet your future fee liability (e.g. confirmation of receipt of student finance, a satisfactory legal guarantor, or a letter from your employer committing to pay your fees). If **we** do not reasonably believe that **you** will be able to cover **your** fees and associated costs for the academic year **we** may at our sole discretion withdraw the offer, refuse to let **you** complete registration or terminate **your** provisional registration without liability.
  - 4.7. If a sponsor has agreed to pay **your** tuition fees, **you** are responsible for ensuring the funds are paid in accordance with these Terms and Conditions. If **your** sponsor does not pay the fees due, you remain liable for the fees except where we have been provided with a legally binding guarantee from the third-party.
  - 4.8. **We** may prevent **you** from completing registration in subsequent years where you have an outstanding tuition fee debt to **us**, or where **we** reasonably believe **you** will not be able to pay tuition fees and associate costs for the year. If **you** have a tuition fee debt to CCL at the end of your studies we will withhold (and ask our **Partner** to withhold) all certificates and references and **you** will not be entitled to attend graduation until the debt is satisfied.
  - 4.9. Where applicable tuition fees will be subject to annual increases as detailed in the Tuition Fee Policy.

#### **Apprenticeship Programme Specific Fee Rules**

- 4.10. If **you** are made redundant within 6 months of **your** planned **apprenticeship** end date, your tuition fees will be funded by the government. If **you** are made redundant (or **your** **apprenticeship** agreement with **your** employer is terminated) more than 6 months from **your** planned **apprenticeship** end date, **your** fees will be funded by the government for 12 weeks from the date **you** were made redundant. During this time, **we** will endeavour to assist **you** in finding a new employer. If a new employer is not found within 12 weeks, **you** will be withdrawn from your apprenticeship.

## 5. Right to study in the UK

- 5.1. You cannot complete **registration** and we will not permit you to provisionally complete registration where you tell us, or we reasonably believe, you require valid permission to study on the Programme and we have not received original evidence (e.g. passport and evidence of immigration status) of that permission.
- 5.2. It is **your** responsibility to provide original evidence to **our** satisfaction, and in accordance with any statutory or regulatory obligations placed on **us**, of **your** eligibility to study in the UK, within any timelines **we** specify. It is also **your** responsibility to satisfy and comply with all relevant UK Government requirements placed on **you** on an on-going basis.
- 5.3. If **you** require permission to study in the UK **we** may require **you** to comply with additional policies from time to time in order to meet any requirements placed on **us** by the UK Government.

## 6. Changes to your Programme

- 6.1. We continually enhance **our programmes** as part of our quality assurance processes, including feedback from students, stakeholders and employers. This enables **us** to keep our **Programmes** up-to-date to ensure **you** have the knowledge and skills to succeed and also to comply with conditions imposed on **us** by our **Partner(s)** and **Stakeholders**. **We** may make these changes without consulting you, if they do not constitute a **material change** or **you** are an **Apprentice** and the change results from either a request from your employer or a change to the relevant apprenticeship standard.
- 6.2. In some circumstances **we** may make a **material change** to your course. **We** will normally do this following consultation and agreement with **you**. In some circumstances **we** may need to make a material change without **your** agreement; examples of this include withdrawing or replacing core and optional modules in order to protect the student experience (including securing the financial sustainability of the **Programme** overall), or where **our Partner** or relevant **stakeholder** (e.g. a PSRB, employer, or Government) requires it. In all cases of **material change**, **we** will communicate the change to you at the earliest opportunity and work with **you** to ensure **you** understand the impact and **your** options.
- 6.3. If **you** are unhappy with the **material change**, **we** will work with **you** to explore alternative options including transferring to another programme at CCL or helping **you** transfer to another institution. **You** may also be eligible to make a claim in accordance with **our** Student Protection Plan and Refund and Compensation Policy.
- 6.4. In some circumstances **we** may decide not to run a **Programme** on which **you** have accepted an offer to study on, this includes where there are not likely to be enough students to provide a high-quality student experience and/or ensure the **Programme** is financially sustainable. **We** will communicate this at the earliest opportunity and endeavour to provide **you** with advice and guidance on your options. **You** may be eligible to make a claim in accordance with **our** Student Protection Plan and Refund and Compensation Policy.

## 7. Your Commitment to us

- 7.1. You are an active participant in your learning and you must fully engage with the requirements of your Programme, as articulated as part of the VLE Programme Guide. This includes, but not limited to, attendance at live (synchronous) sessions with your tutor or coach, seminars and workshops (whether online or in person), engaging with the online (asynchronous) learning materials and tasks provided for you, participation in and submission of assessment.

- 7.2. If you are an **Apprentice** you must inform us immediately of any change to your employment that would affect the tasks you would be anticipated to undertake in your role (e.g. you are promoted, you resign or you are dismissed).
- 7.3. You agree that for the purposes of academic integrity and maintaining standards **we** may use any legitimate methods at our disposal (e.g. text matching software, viva discussion) to ensure that any assessments you submit are solely your own work (or that of the group in case of group assignments).

## **8. Our Commitment to you**

- 8.1. **We** will deliver your programme with reasonable care and skill and as described in **our** published information (e.g. website) and **Student Offer Letter**.
- 8.2. **We** will be liable for any direct loss or damage **you** suffer if we fail to carry out our obligation under these **Terms and Conditions** to a reasonable standard, or if **we** breach any relevant duties owed to **you** that are imposed on us by English Law except where such failure is:
- **your** own fault; or
  - the fault of a third party.
- 8.3. **Our** liability to **you**, in the case of evidenced loss or damage (e.g. under the principles of the Refund and Compensation Policy), is limited to 150% of the total sums paid by **you** to **us** while **you** are **student** other than for death or personal injury.
- 8.4. **We** will not be liable for events outside our control and which **we** could reasonably not have foreseen or prevented. Such events include but are not limited to: industrial action, staff illness, changes to higher education funding, fire, civil disorder, transmission of serious disease. **We** will endeavour to mitigate the impact of such events where possible (see our Student Protection Plan for example) and **we** reserve the right to take proportionate actions to change (including material aspects), postpone or cancel all or parts of the Programme in such circumstances. In such cases **you** may be entitled to a refund or other form of compensation in accordance with **our** student protection plan and refund and compensation policy.
- 8.5. **We** do not exclude our limit our liability to **you** where it would be unlawful to do so.
- 8.6. **We** will monitor **your** engagement with your Programme. This includes but is not limited to **your** attendance at live sessions, **your** submission of/participation in assessment and how **you** are using **our** virtual learning environment. **We** may use information about **your** engagement (including **your** academic achievement) to make decisions about **your** academic progression (for example whether an assessment board (or equivalent) awards a re-sit(s) or a re-take).

## **9. Complaints and Appeals**

- 9.1. **You** agree to tell us at the earliest opportunity if **you** have a complaint about **us**, or wish to appeal a decision **we** have made in relation to your studies, using **our** published Complaints Policy and Procedure and our published Appeals Policy and Procedure.
- 9.2. **We** undertake to objectively consider complaints and appeals and **you** will not be penalised for making the complaint/appeal in line with the respective policies. If following a complaint or appeal, **we** have provided **you** with a “completion of procedures” letter and **you** are unsatisfied with the outcome **you** may be able to refer your complaint to the Office of the Independent Adjudicator (OIA).



## 10. Cancellation (withdrawal), intermittence and termination of studies

- 10.1. Ending **your** studies early, or extending the time it takes to complete them, can have a significant adverse impact on **your** ability to achieve a higher education qualification in the future and may not be in **your** best financial or academic best interests. It may also adversely impact your eligibility to live, or study, in the United Kingdom.
- 10.2. While **we** will endeavour to provide you with appropriate advice and guidance on request, it is **your** responsibility to ensure **you** understand the consequences of cancelling this contract and **you** should seek independent advice appropriate to **your** circumstances. If **you** are an **Apprentice** **you** should also discuss your intention to withdraw or intermit with **your** employer and seek their agreement.
- 10.3. **You** may withdraw your acceptance of **our** offer, without liability to **us** at any point prior to completing registration or being allowed to provisionally register. Deposits (or equivalent, e.g. application fees) paid by **you** or on **your** behalf will not be refunded unless **you** inform **us** that you no longer wish to study with **us** within 14 days of accepting **our** offer.
- 10.4. Once **you** have completed (or permitted to provisionally complete) **registration** **you** may cancel this contract (withdraw) at **your** sole discretion at any time by informing us, in writing, to [Registry@corndelcollegelondon.com](mailto:Registry@corndelcollegelondon.com).
- 10.5. **You** will not be liable to pay any tuition fees if **we** receive your request to cancel this contract within 14 days of completing or being permitted to provisionally complete **registration**. If **you** cancel the contract after 14 days you will be liable for some or all of the tuition fees as set out in the Tuition Fee Policy.
- 10.6. Except for any deposit retained in accordance with 10.3 above **we** will refund any tuition fees paid but no longer due under the Tuition Fee Policy within 30 days. For the prevention of money laundering, payment will only be made to the same person and by the same method by which **we** received payment (e.g. if your sponsor used a credit card to pay us your tuition fees we would only refund the fees to the same credit card).
- 10.7. **You** may ask to **us** allow you temporarily suspend **your** studies by asking to intermit. Permission to intermit, the duration of any agreed intermittence, and the academic point that **you** return (including how **we** treat your marks/credit received up to the point of intermittence) is solely at **our** discretion.
- 10.8. By seeking an intermittence, **you** are requesting that **we** increase the length of our agreement with **you** and therefore **you** agree that **we** may make material change(s) (including discontinuation) whilst **you** are intermitted.
- 10.9. If **you** intermit, you will be liable for fees in accordance with the Tuition Fee Policy, up to the point of intermittence and from you point of return to studies.
- 10.10. **We** may terminate our relationship with **you** (either as offer holder or **student**) without liability in writing and with immediate effect if:
  - **We** reasonably believe **your** engagement with the Programme to be insufficient to facilitate your academic success and where **you** have not responded to, or complied with, **our** efforts to support **your** engagement;
  - **You** are required to end your studies as a result of **your** academic performance (including where **we** have found **you** to have committed academic misconduct);
  - **You** or your sponsor do not pay tuition fees owed to **us**;

- Subject to 4.10, if **you** are an **Apprentice** and there is any change to your employment (e.g. promotion or redundancy), regardless of cause or fault which means it can no longer support your studies;
- **We** believe that between offer and starting **your** programme there has been a change in **your** circumstances which **we** reasonably believe would make it inappropriate for **you** to study the **Programme**;
- **We** reasonably believe that **you** have made a **material non-disclosure** or provided fraudulent or misleading information to **us** as part of **your** application or subsequently as a **Student**. Additionally should such a finding occur after **you** have been granted an award, at the recommendation of the Principal, the Academic Board may remove (or request **our Partner** to remove) the award;
- Where **your** behaviour (whether physical or virtual) represents a risk to the health, safety and welfare of yourself or others whether as an applicant or student (e.g. you do not meet the standards of conduct required by the Student Conduct Policy);
- Where **your** status as a **student** would put **us** in breach of **our** legal obligations under English Law (e.g. you fail to comply with any of the obligations of your visa)

10.11. On termination **you** are liable for any outstanding tuition fees in accordance with the Tuition Fee Policy and any other amounts due.

10.12. Upon withdrawal or termination **your** rights to access to **our** systems and premises will be revoked and **you** must return any CCL in your possession, including your ID card (if issued). **We** reserve the right to take any further actions against **you** that we have the legal right to take.

## 11. Intellectual Property

11.1. Intellectual Property (IP) developed by **you** as part of your programme shall be owned by **you**.

11.2. **You** should be aware that if **you** are an **Apprentice** or otherwise sponsored to undertake study other third parties (e.g. your employer) may make additional stipulations in respect of IP ownership.

## 12. Data Protection

12.1. When **you** enter a relationship with us, **you** acknowledge and understand that we need to hold and process your personal information for administrative purposes in order to provide you with educational services.

12.2. **We** will process **your** personal and sensitive data in accordance with the General Data Protection Regulation (GDPR) and our privacy policy on data protection which can be found on our website.

12.3. **We** may share your personal data with third parties (e.g. our VLE provider) in order to provide **you** with educational services, in accordance with **our** privacy policy on data protection.

12.4. **We** are required to collect and provide information on student to certain external agencies including the Higher Education Statistics Agency, whose data protection notice can be found at [www.hesa.ac.uk/dataprot](http://www.hesa.ac.uk/dataprot). Data provided to HESA and other organisations working on behalf of the Office for Students or the UK Government may also be used to contact **you** to survey **your** experience of, and progression from **your Programme** (e.g. the National Student Survey and the Graduate Outcome Survey).

12.5. After **you** complete your studies, we will retain basic registration details, results, any relevant discipline records and **your** last recorded address, and any information that may be required in relation to matters that are still outstanding.

### 13. General

- 13.1. The Contract constitutes the entire agreement between **you** and **us** and supersedes all previous agreements between the you and CCL, whether written or oral.
- 13.2. The Contract is personal to **you** and **you** may not transfer any of **your** rights or obligations under the Contract to another person.
- 13.3. The Contract is between **you** and **us** and no other person shall have any rights to enforce any of its terms.
- 13.4. Each of the paragraphs of these Terms and Conditions operate separately. If a court decides that any of them are unlawful the remaining paragraphs will remain in full force and effect.
- 13.5. If **we** do not insist immediately that **you** do anything that **you** are required to do under these terms, or **we** delay taking steps against **you** in respect of **you** breaking this Contract, that will not mean that **you** do not have to do those things and it will not prevent **us** from taking steps against **you** at a later date.
- 13.6. Any notice given under the Contract shall be in writing (which includes email). **We** will normally send any notice to **your** CCL email address. In addition **we** may also send notices to **your** given address(es). Unless otherwise stated in these **Terms and Conditions** **you** must send any notices by post or email to: [Registry@corndelcollegelondon.com](mailto:Registry@corndelcollegelondon.com) marked for the attention of the Academic Registrar.
- 13.7. For the purposes notices (including for cancellation and intermittence), emails sent on Monday – Friday between 09:00 and 16:59 will be considered as received on the same day. Notifications sent outside these times, on a Saturday, Sunday or a public bank holiday will be considered as received on the next normal day of business (e.g. if you send us an email on Friday night, it will be received on Monday). In the case of post, unless it is signed for, it will be considered received two business days after posting for first class mail, and four business days after posting for second class mail.
- 13.8. The Contract and any dispute or claim arising out of or in connection with it shall be governed by English law and **you** can bring legal proceedings in the English courts. If **you** live in Scotland, **you** can bring legal proceedings in either the Scottish or the English courts. If **you** lives in Northern Ireland **you** can bring legal proceedings in either the Northern Irish or the English courts.