

PEARSON COLLEGE LONDON TERMS AND CONDITIONS FOR ENTRY TO DEGREE PROGRAMMES FOR ACADEMIC YEAR 2017/18

1.0 GENERAL

1.0 When you accept an offer of a place to study at Pearson College London (“the College”), you enter into a legal contract with the College. This document sets out the terms and conditions of that contract.

2.0 YOUR OFFER OF A PLACE AT THE COLLEGE

2.1 The College has made you an offer of a place on the programme stated in your offer letter (“your Programme of Study”), commencing on the date stated (“the Commencement Date”).

2.2 You must accept this offer to have your place confirmed.

2.3 Your place is dependent on you meeting all the conditions of the offer as stated in the letter.

2.4 If you accept the offer, you have 14 working days ‘cooling off period’ in which you may cancel your place. Should you decide to cancel your place during the cooling off period, you should inform the College in writing by emailing admissions@pearson.com. If you have paid any deposit or tuition fees at the date of cancellation, these will be refunded to you in full.

2.5 Once you have accepted the offer then the College will provide you with information about the registration processes in order to become a student of the College. You will be required to attend the College for registration and induction during the week prior to the Commencement Date.

2.6 The College may withdraw or amend its offer to you or terminate your registration at the College if it is discovered that you have made false statements or omitted significant information in your application to the College.

3.0 YOUR REGISTRATION AT THE COLLEGE

3.1 Registration occurs shortly before the start of your programme, usually during the week prior to the Commencement Date. You will be notified of the exact date about one month in advance. You will be registered on your programme provided that you have accepted a formal offer made to you and have demonstrated that you have met all the requirements stated in the offer letter (such as the provision of entry qualification certificates, proof of identity, eligibility to study in the United Kingdom, proof of criminal records (as necessary))

3.2 It is a condition of your registration as a student of the College that you abide by the College’s Regulations, Codes of Practice and Policies as amended from time to time. Further details of the current Regulations, Codes of Practice and Policies can be found on the College’s website.

4.0 CANCELLATION OF COURSES

4.1 The College may occasionally cancel a Programme of Study prior to commencement, if too few students have accepted a place on the Programme of Study for it to be viable educationally or financially. In these rare circumstances the following will apply:

4.1.1 You will be informed of the cancellation at least one month prior to the Commencement Date

4.1.2 The minimum number of students for a Programme of Study to be viable is normally twelve, although the College may choose to run a Programme of Study with fewer students provided it is satisfied that the educational experience of the students will be satisfactory.

4.1.3 If a Programme of Study is cancelled, the College will offer you a place on an alternative Programme of Study, if a suitable alternative exists.

4.1.4 If a Programme of Study is cancelled and you choose not to accept any alternative offered by the College, you will not be liable for any Tuition Fees and any money paid by you to the College will be refunded.

5.0 THE COLLEGE'S OBLIGATIONS

5.1 The College will use reasonable endeavours to deliver your Programme of Study as outlined in the Programme Specification which is available on request from admissions@pearson.com and published on the College's website.

5.2 Any changes to the Programme Specification will be kept to a minimum. However, there may be occasions when changes are necessary and/or in the best interests of students. These changes will often be improvements resulting from the continual monitoring, review and enhancement cycle which the College follows for all its programmes. Accordingly, the College reserves the right to make reasonable adjustments to the Programme Specification and associated documents, including module specifications, in the following circumstances:

5.2.1 Changes in the requirements of validating, commissioning, professional or accrediting bodies

5.2.2 Legislative changes

5.2.3 Changes in scholarship of the subject, including advances in knowledge and developments of theory or practice

5.2.4 Feedback from stakeholders including students, external examiners, academic staff, industry partners and professional, statutory and regulatory bodies.

5.3 If your Programme of Study includes elective modules, the College will use reasonable endeavours to ensure that each of the elective modules outlined in the Programme Specification is available to you. However, there may be occasions when modules are withdrawn as part of the process of review and enhancement described in clause 5.2 above. In addition, the College reserves the right not to offer you an elective module in the following circumstances:

5.3.1 Unavailability of suitably qualified staff

5.3.2 Student enrolment numbers on the module do not meet the minimum number required (currently twelve students)

5.3.3 The module is over-subscribed.

5.4 The Programmes of Study offered by the College are validated by third party institutions as detailed on the College website and in the prospectus. Occasionally, the validating body for your Programme of Study may change prior to you joining the Programme or while you are a student on the Programme. If this occurs, you will be informed of your options which may include transferring to the Programme validated by the new validating body or transferring to another institution.

5.5 Any proposed changes to the Programme Specification and associated documentation (as referred to in clause 5.2) will only come into effect after they have been subject to discussion, consultation and agreement in accordance with the College's Quality Assurance Framework which is available to registered students on the OLE and to applicants on request to registry@pearsoncollege.com. Consultation with student representatives is an essential part of this process.

5.6 In the unlikely event of any material change to your Programme of Study, you will be informed as soon as possible. You will be advised of the impact of the change and asked whether you agree to the

change and wish to continue on the revised Programme of Study. You will be advised, if appropriate, of alternative options for you to progress your study which may include transfer to another Programme of Study or another institution.

5.7 In the unlikely event of the closure of a Programme of Study, the College is committed to ensuring that all students already enrolled on that Programme of Study will be supported so that they can progress to completion of their Programme of Study.

6.0 YOUR OBLIGATIONS:

6.1 You will fulfil the conditions as stated in your offer letter, including, providing all necessary documentation to the College.

6.2 You will make yourself aware of and adhere to all College policies, codes, regulations, rules and guidance. These are available on the College website and on request from studentservices@pearsoncollege.com.

6.3 Check your College e-mail account regularly for communications from the College and ensure that the College has up to date contact details and inform the College of any change in your personal information or circumstances.

6.4 Participate actively in your Programme of Study by preparing for classes, punctually attending all mandatory lectures, seminars, tutorials, workshops and other learning opportunities and completing all assessments on time.

7.0 PAYMENT OF FEES

7.1 It is your responsibility to ensure that all tuition and other fees and charges payable to the College are paid by the required date ("the Payment Date").

7.2 The Tuition Fee, other charges (if any) and Payment Date for 2017/18 are stated in your offer letter. Tuition Fees will not be increased during your time on the Programme of Study. Tuition Fees are also published on the College website. If you transfer to another Programme of Study, your Tuition Fee may be varied and you will be advised of any change if you apply to transfer.

7.3 If you are a sponsored student or in receipt of funding from a third party, including Student Finance England, Student Finance Wales, Student Finance Northern Ireland or the Student Awards Agency for Scotland, you must provide the College with an official letter of sponsorship when you register for your Programme of Study. If your sponsor does not pay your tuition fees by the Payment Date, you remain personally liable for the fees.

7.4 If you withdraw from your programme at any time prior to the date two weeks after the Commencement Date, you will not be liable for Tuition Fees and any deposit or tuition fees already paid will be refunded. After this period, if you are in receipt of a tuition fee loan administered by the Student Loan Company, your liability will be based on the SLC schedule of payments current at the time of your withdrawal. If you are not in receipt of a tuition fee loan for the entirety of your Tuition Fees, your liability for Tuition Fees will be based on the following:

7.4.1 Withdrawal between the start of Week 3 and end of Week 10 of the first term of the first academic year – liability for 50% of the Tuition Fee for that year.

7.4.2 Withdrawal after the start of week 11 of the first term of the first academic year – liability for 100% of the Tuition Fee for that year.

7.4.3 Withdrawal between the start of Week 1 and end of Week 10 of the first term of the second or subsequent academic years– liability for 50% of the Tuition Fee for that year.

7.4.4 Withdrawal after the start of week 11 of the first term of the second or subsequent academic year – liability for 100% of the Tuition Fee for that year.

7.5 Term dates for the 2017/18 Academic Year are available on the College website.

7.6 Where Tuition Fees are outstanding after the Payment Date, the College will notify you of this and will allow you a period of 14 days to settle the outstanding sum, failing which the College may withdraw you from the programme and as a student of the College.

7.7 If any Tuition Fees are outstanding after you have completed your Programme of Study, the College may withhold your results and/or your transcript and/or your degree certificate until you have settled the outstanding sum.

7.8 If you wish to withdraw from your Programme of Study, you must notify the College in writing by completing a “Notice of Withdrawal” form and sending it by email to registry@pearsoncollege.com. The “Notice of Withdrawal” form is available on request from College Registry. For the purpose of this clause, the date of withdrawal will be the date of receipt by the College Registry of a properly completed Notice of Withdrawal form.

8.0 DISABILITIES AND SPECIFIC LEARNING DIFFICULTIES

8.1 The College provides support for students with disabilities and specific learning difficulties. If you have a disability or specific learning difficulty and have not yet disclosed it to the College, you are advised to contact the College at studentservices@pearsoncollege.com at the earliest opportunity, so that the College can put any reasonable adjustments in place in good time.

9.0 EXTERNAL WEBSITES

9.1 The College is not responsible for the accuracy of the content of any external websites linked from the College website or OLE. It is your responsibility to verify the accuracy of any content external to the College.

10.0 INTELLECTUAL PROPERTY

10.1 The intellectual property of all learning and teaching materials developed by staff of the College is owned by the College.

10.2 Work made individually by students as part of their Programme of Study is owned by the student.

10.3 The College’s Intellectual Property Policy in the academic regulations provides further information on the intellectual property of work developed in collaboration with students and/or staff.

11.0 PEARSON COLLEGE STUDENTS ASSOCIATION (PCSA)

11.1 All Students are automatically registered as members of the PCSA unless you notify the President of the Students’ Association that you do not wish to register.

11.2 Details of the procedures for opting-out of membership and other information relating to the PCSA will be available at registration.

12.0 DATA PROTECTION

12.1 The College is registered under the Data Protection Act 1998 under number **Z3188453** to hold personal data (as defined under the DPA 1998) ("Personal Data") including sensitive personal data (as

defined under DPA 1998) ("Sensitive Personal Data") on its Students and third parties, such as individuals enquiring about College services.

12.2 The College's entry on the register can be seen on the website of the Information Commissioner's Office.

12.3 The College uses your personal data in accordance with the College Data Protection Policy which is available on the College website and on request to studentservices@pearsoncollege.com.

13.0 LECTURE CAPTURE

13.1 The College will regularly record educational activities such as lectures or seminars in which you may be involved. This is for the teaching and educational purposes of the College and not for dissemination outside the College. By accepting a place at the College, you agree to such use of your image or voice or any work created you.

13.2 In addition, the College regularly records events in which you may be involved for marketing and publicity purposes. You will be asked at registration whether you consent to participation in such recordings, in which case you will be asked to complete an Image Capture Policy Form.

14.0 NOTICES

14.1 Any notice or other information that is required to be given by either the College or you relating to the contract between the College and yourself must be in writing and may be given by hand or sent by post or email. The College may also draw your attention to important information through announcements on the College's website or OLE.

14.2 The postal address for notices given by you to the College is set out in clause 19 of this document. Notices by email should be sent to studentservices@pearsoncollege.com.

14.3 Notices sent by the College to you will be sent to your College email address or the last postal address provided by you and any such notices will be deemed to have been properly served. It is your responsibility to keep the College informed of any change of address and to monitor your College email address.

15.0 GOVERNING LAW, JURISDICTION AND THIRD PARTIES

15.1 The contract between you and the College shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.

15.2 These terms and conditions do not confer third party benefits for the purposes of the Contract (Rights of Third Parties) Act 1999.

16.0 SEVERANCE

16.1 If any provision of these terms and conditions is held to be void or unenforceable in whole or in part by any court or other competent authority, this contract shall continue to be valid as to the other provisions contained in it and the remainder of the affected provision.

17.0 QUESTIONS

17.1 Questions about these terms and conditions should be addressed to the College Student Services via studentservices@pearsoncollege.com

18.0 COMPLAINTS

18.1 The College encourages students and applicants to provide feedback on the College services. If you are dissatisfied with your experience, you should try to resolve concerns informally in the first instances. The College Complaints procedures are available on the College website or on request to studentservices@pearsoncollege.com.

18.2 The College is subject to the Office of the Independent Adjudicator Complaints Scheme.

19.0 COMMUNICATIONS

19.1 The address of the College is:
Pearson College London
80 Strand
London
WC2R 0RL

20.0 APPROVAL OF TERMS AND CONDITIONS

These terms and conditions are approved by the College's Executive Group.

This version number 2.0

*Approved: SPC 27.11.2015
Amended: DVP(AA) 13.4.17*