

## PEARSON COLLEGE LONDON TERMS AND CONDITIONS FOR ENTRY TO DEGREE PROGRAMMES FOR ACADEMIC YEAR 2018/19

### 1.0 GENERAL

1.1 When you accept an offer of a place to study at Pearson College London (“the College”), you enter into a legal contract with Pearson College Limited. These terms and conditions together with the letter from the College offering you a place on a degree programme (“the Programme of Study”) contain the terms of that contract.

1.2 Pearson College Limited is a company registered in England and Wales with its registered office address at 80 Strand, London, WC2R 0RL.

### 2.0 ACCEPTANCE OF YOUR OFFER

2.1 An offer made by the College is for a place on the programme of study (“Programme”), stated in your offer letter commencing on the date stated in your offer letter (“the Commencement Date”).

2.2 Your place is dependent on you accepting the offer, meeting all the conditions of the offer as stated in the letter and on your registering as a student of the College.

2.3 If you accept the offer, you have a period of 14 working days in which you may change your mind and cancel your place. Should you decide to cancel your place during this period you must inform the College in writing by emailing [admissions@pearson.com](mailto: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.

2.4 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.

2.5 Term dates are available on the College website.

### 3.0 REGISTRATION AT THE COLLEGE

3.1 You must be registered as a student of the College before you can commence your Programme. Registration occurs on or shortly after 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, payment of fees, criminal records (as necessary))

3.2 It is a condition of your continued registration as a student of the College that you abide by the College’s Regulations, Codes of Practice and Policies (‘College Policies’) and those of the university which validates your Programme, as amended from time to time. Further details of the current College Policies can be found on the College’s website and are available from [studentservices@pearsoncollege.com](mailto:studentservices@pearsoncollege.com).

### 4.0 CANCELLATION BEFORE COMMENCEMENT

4.1 The minimum number of students for a Programme of Study or an elective module included in a Programme of Study to be viable is normally twelve, although the College may choose to run a Programme

of Study or elective module with fewer students provided it is satisfied that the educational experience of the students will be satisfactory.

4.2 If too few students have accepted a place on a Programme of Study for it to be viable educationally or financially the College may find it necessary to cancel a Programme of Study prior to commencement. In these rare circumstances the following will apply:

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

4.2.2 The College will offer you a place on an alternative Programme, if a suitable alternative exists.

4.2.3 If you choose not to accept any alternative Programme 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 CHANGES DURING THE PROGRAMME**

5.1 The specification for each Programme ('Programme Specification') is published on the College's website and is available on request from [studentservices@pearsoncollege.com](mailto:studentservices@pearsoncollege.com) and the College will use reasonable efforts to deliver your Programme in accordance with the applicable Programme Specification and to keep changes to the Programme Specification during the Programme to a minimum.

5.2 The College follows a continual monitoring, review and enhancement cycle for all its programmes and any major proposed changes to the Programme Specification (including module specifications and the availability of elective modules) will come into effect only after discussion, consultation (including consultation with student representatives) and agreement in accordance with the College's quality assurance processes, details of which are available to applicants on request to [studentservices@pearsoncollege.com](mailto:studentservices@pearsoncollege.com). The reasons for such changes may include:

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

5.2.2 Changes in scholarship such as advances in knowledge and developments in theory or practice; and

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

5.3 The College reserves the right additionally;

5.3.1 to withdraw an elective module in event of unavailability of suitably qualified staff or if student enrolment numbers on the module do not meet the minimum number required (currently twelve students).

5.3.2 to refuse enrolment on an elective module which is over-subscribed.

5.4 Programmes 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 a Programme 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 In the unlikely event of any material change to your Programme, 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. You will be advised, if appropriate, of alternative options for you to progress your study which may include transfer to another Programme or another institution.

5.6 In the event of the closure of a Programme to new students, 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.

## **6.0 YOUR OBLIGATIONS:**

6.1 You agree throughout your Programme;

6.1.1 to continue to fulfil the conditions as stated in your offer letter, including providing all necessary documentation to the College;

6.1.2 to make yourself aware of and adhere to the College Policies and those of the institution which validates your Programme;

6.1.3 to ensure that the College has up to date contact details for you and inform the College of any change in your personal information or circumstances;

6.1.4 to check your College e-mail account regularly for communications from the College

6.2 You agree to participate actively in your Programme by preparing for classes, punctually attending all mandatory lectures, seminars, tutorials, workshops and other learning opportunities and completing all assessments on time.

## **7.0 FEES**

7.1 The tuition fees for your Programme are set out in your offer letter and due on the Commencement Date, unless you have entered into a separate agreement for payment by instalments. You will be informed about payment dates for subsequent academic years at the start of the relevant academic year. Tuition fees and all other fees and charges (collectively 'College Charges') which may apply are set out on the Fees and Funding section of the College website. It is your responsibility to ensure that all tuition fees and College Charges are paid by the required date ("the Payment Date").

7.2 The tuition fees and College Charges for your Programme will not be increased during your time on the Programme. If you transfer to another Programme 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. If your sponsor does not pay your tuition fees by the Payment Date, you remain personally liable for the fees.

7.4 If you wish to withdraw from your Programme, you must notify the College in writing by completing a "Notice of Withdrawal" form and sending it by email to [studentservices@pearsoncollege.com](mailto:studentservices@pearsoncollege.com). The "Notice of Withdrawal" form is available on request from College Student Services. For the purpose of this clause, the date of withdrawal will be the date of receipt by the College Student Services of a properly completed Notice of Withdrawal form.

7.5 If you withdraw from your Programme during the first 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:

7.5.1 if you withdraw from your Programme and the date of withdrawal is after the end of an academic year and before the commencement of the next academic year, you will remain liable in full for the tuition fees for the completed academic year, but not for any further tuition fees.

7.5.2 if you withdraw from your Programme and the date of withdrawal is part- way through an academic year;

(i) where you are in receipt of a tuition fee loan administered by the Student Loan Company, your liability for tuition fees for that academic year will be based on the SLC schedule of payments current at the time of your withdrawal; and

(ii) where you are not in receipt of a tuition fee loan for the entirety of your tuition fees, your liability for tuition fees for that academic year will be based on the following:

<b>Date of Withdrawal</b>	<b>Tuition Fees payable</b>
between the start of Week 3 and end of Week 10 of the first term of the first academic year;	50% of the tuition fees for the first academic year;
after the start of week 11 of the first term of the first academic year;	100% of the Tuition Fee for the first academic year;
between the start of Week 1 and end of Week 10 of the first term of the second or subsequent academic years;	50% of the Tuition Fee for that academic year;
after the start of week 11 of the first term of the second or subsequent academic year.	100% of the Tuition Fee for that academic year.

7.6 Where tuition fees or College Charges 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 cancel your registration as a student of the College.

7.7 If any tuition fees or College Charges are outstanding after you have completed your Programme the College may withhold your results and/or your transcript and/or your degree certificate until you have settled the outstanding sum.

## **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](mailto:studentservices@pearsoncollege.com) at the earliest opportunity, so that the College can put any reasonable adjustments in place in good time.

## **9.0 INTELLECTUAL PROPERTY**

9.1 The intellectual property in all learning and teaching materials developed by staff of the College is owned by the College. Students are not permitted to copy these materials (other than for their own personal use) nor to distribute them to third parties.

9.2 The intellectual property in work made individually by students as part of their Programme is owned by the student, subject to a non-exclusive licence granted by students to the College to copy such work for the purposes of administration, including marking and preparation for meetings of Boards of Examiners.

## **10.0 PEARSON COLLEGE STUDENTS ASSOCIATION (PCSA)**

10.1 All registered students are entitled to be registered as members of the PCSA and you will be given details of the PCSA and an opportunity to join when you register for your Programme of Study.

## **11.0 DATA PROTECTION**

11.1 The College will collect, store and use your personal data in accordance with its Data Protection Policy from time to time which is available on the College website and on request to [studentservices@pearsoncollege.com](mailto:studentservices@pearsoncollege.com).

11.2 The College is obliged to send student data to relevant government agencies for their use, such as the Higher Education Statistics Agency (HESA) and the Higher Education Funding Council for England (HEFCE).

## **12.0 LECTURE CAPTURE**

12.1 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.

12.2 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 and given the opportunity to opt out.

## **13.0 NOTICES**

13.1 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.

13.2 The postal address for notices given by you to the College is set out in clause 18 of these terms and conditions. Notices by email should be sent to [studentservices@pearsoncollege.com](mailto:studentservices@pearsoncollege.com).

13.3 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.

## **14.0 GOVERNING LAW, JURISDICTION AND THIRD PARTIES**

14.1 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.

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

## **15.0 SEVERANCE**

15.1 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.

## **16.0 QUESTIONS**

16.1 Questions about these terms and conditions should be addressed to the College Student Services via [studentservices@pearsoncollege.com](mailto:studentservices@pearsoncollege.com)

## **17.0 COMPLAINTS**

17.1 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](mailto:studentservices@pearsoncollege.com).

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

## **18.0 COMMUNICATIONS**

18.1 The address of the College is:

Pearson College London

80 Strand

London

WC2R 0RL