



PEARSON COLLEGE LONDON TERMS AND CONDITIONS FOR ENTRY TO DEGREE PROGRAMMES FOR ACADEMIC YEAR 2022/23

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 Offer Letter from the College offering you a place on a degree programme (“the Programme”) contain the terms of that Contract. You should read these Terms and Conditions carefully, along with the College’s regulations, policies and procedures (“the College Policies”), so that you understand what they mean for you.

1.2 Pearson College Limited is a company registered in England and Wales (under company number 07967446) with its registered office address at 80 Strand, London, WC2R 0RL.

1.3 Definitions:

“College” means Pearson College Limited, trading as Pearson College London

“College Charges” means any fees and charges in addition to Tuition fees which are attached to the Programme, for example examination resits

“College Policies” means the College’s regulations, codes of practice and policies and those of the university which validates your Programme, as amended from time to time

“Contract” means the agreement between you and us in relation to your studying a Programme at the College. The contract is formed of these Terms and Conditions, your Offer Letter, and the College Policies

“Commencement Date” means the start date of your Programme as stated in your Offer Letter

“Conditions of Offer” means the conditions attached to the offer of a place on the Programme as set out in the Offer Letter which must be met prior to Enrolment, for example the provision of qualification certificates, proof of identification, eligibility to study in the United Kingdom, payment of fees, criminal records (as necessary)

“Enrolment” takes place following the provision of qualification certificates, proof of identification, eligibility to study in the United Kingdom, payment of fees, evidence you have met the Conditions of Offer and prior to your commencement of the Programme

“Offer” means an offer of a place on a Programme

“Offer Letter” means the letter setting out the details of your offer of a place on a Programme and forms part of your Contract with the College

“Online Learning Environment” or “OLE” means the online learning environment where you will access your Programme materials

“Payment Date” means the date on which your Tuition fees and College Charges are due

“Programme” means your prospective or registered programme of study with the College

“Programme Specification” means the validated specification for each Programme

“Tuition Fees” means the fees payable to the College for the Programme for each year of study. This includes fees for repeated tuition.

- 1.4 In addition to these Terms and Conditions, the College Policies apply to your Enrolment at the College and on your Programme. Together with these Terms and Conditions and your Offer Letter, these form part of your Contract with the College.

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| 1.4.1 | Pearson College London regulations, policies and procedures | College Policies |
| 1.4.2 | Student Concerns and Complaints Procedure | Student Concerns and Complaints Procedure |
| 1.4.3 | Student Disciplinary Code | Student Disciplinary Code |
| 1.4.4 | Data Protection Notice | Data Protection Notice |
| 1.4.5 | Programme Specifications | Programme Specifications |

2.0 ACCEPTANCE OF YOUR OFFER

- 2.1 An Offer made by the College is for a place on the Programme stated in your Offer Letter commencing on the Commencement Date stated in your Offer Letter.
- 2.2 It is your responsibility to ensure that the information provided to us in support of your application for a place on a Programme is true, accurate and complete. 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.
- 2.3 By accepting an Offer you are agreeing to these Terms and Conditions and the College Policies.
- 2.4 Your place on the Programme is dependent on you accepting the Offer, meeting all the Conditions of Offer as stated in the Offer Letter and on your registering as a student of the College. If you have not met the Conditions of Offer, the College reserves the right to make you an amended Offer for a place on the Programme.
- 2.5 If you accept the Offer, you have a period of 14 working days in which you may change your mind and cancel your place without having to give a reason. Should you decide to cancel your place during this period you must 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.

- 2.6 Term dates are available on the College website.
- 2.7 You will be required to enrol onto your Programme annually for the duration of your Programme.

3.0 ENROLMENT AT THE COLLEGE

- 3.1 You must be registered as a student of the College before you can commence your Programme. Enrolment occurs on or shortly before the Commencement Date. You will be notified of the exact date of Enrolment about one month in advance. You will be registered on your Programme provided that you have accepted the Offer made to you and have demonstrated, by providing evidence, that you have met all the Conditions of Offer.
- 3.2 It is a condition of your continued registration as a student of the College that you abide by the College Policies. Further details of the current College Policies can be found on the College's website (linked from 1.4.1 above) and are available from studentservices@pearsoncollege.com.

4.0 CHANGES TO YOUR PROGRAMME BEFORE COMMENCEMENT

- 4.1 The Programme Specification for each Programme is published on the College's website (linked from 1.4.5 above) and is available on request from studentservices@pearsoncollege.com. The College will use reasonable efforts to keep changes to the Programme Specification to a minimum and to notify you as soon as possible.
- 4.2 However, changes to programmes, modules, entry requirements and services offered by the College may be reasonably required, for example, to meet requirements of an accrediting body, to maintain currency, or to respond to factors beyond our reasonable control (e.g. a member of staff leaving the College).
- 4.3 If we are required to make any material changes to your Programme (as described in your Offer) before you register with the College, we will notify you as soon as possible. If the changes are such that you reasonably believe you would be adversely affected, you may withdraw your application and cancel this Contract.
- 4.4 The minimum number of students for a Programme or an elective module included in a Programme to be viable is normally twelve, although the College may choose to run a Programme or elective module with fewer students provided it is satisfied that the educational experience of the students will be satisfactory.
- 4.5 If too few students have accepted a place on a Programme for it to be viable educationally or financially the College may find it necessary to cancel a Programme prior to the Commencement Date. In these rare circumstances the following will apply:
 - 4.5.1 You will be informed of the cancellation at least one month prior to the Commencement Date
 - 4.5.2 The College will offer you a place on an alternative Programme, if a suitable alternative exists.

4.5.3 If you choose not to accept any alternative Programme offered by the College, you will not be liable for any tuition fees, any money paid by you to the College will be refunded, and this Contract will be cancelled.

5.0 CHANGES DURING THE PROGRAMME

5.1 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. 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 the 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 Some Programmes offered by the College are validated by third party institutions as detailed on the College website. 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.

- 5.7** The College maintains a Student Protection Plan, which is a requirement of our registration with the Office for Students and a duty under the Higher Education and Research Act 2017. This Plan details the College's assessment of risks to continuation of study for students and how we would mitigate those risks. The Student Protection is available from the College's website or on request from studentservices@pearsoncollege.com. Details of the policy we have in place to refund Tuition fees and College Charges in the event we cannot preserve continuation of study is included in these Terms and Conditions at Appendix 1.

6.0 YOUR OBLIGATIONS:

- 6.1** You agree throughout your Programme;

- 6.1.1 to continue to fulfil the Conditions of Offer, 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 are 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 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 may be increased during your time on the Programme. Tuition Fees may be increased in line with the limits set by the Office for Students. The Tuition Fees and College Charges will not change during the academic year. If you transfer to another Programme your Tuition Fees 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. 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:

| Date of Withdrawal | Tuition Fees payable |
|--|--|
| 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 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.

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 Office for Students (OfS).

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 Enrolment 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.

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 before you accept an offer with us.

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.

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

18.0 COMMUNICATIONS

The address of the College is:

Pearson College London
London
WC1V 7BH

Appendix 1 - Pearson College London Policy for Refunds and Compensation to students in the event that Pearson College London no longer continues to offer programmes of study

1. We consider that the interests of students are paramount and all efforts will be made at all times to ensure they are able to complete the programmes on which they are enrolled at Pearson College London (PCL).

Teach Out

2. If a programme or programmes no longer continue to be offered at PCL we intend to “teach out” all existing students, and to do so at PCL, so that students can complete in accordance with the applicable academic regulations and in accordance with the terms and conditions of their programme of study. This is provided for in the legally binding corporate undertaking provided by our parent company.
3. In the unlikely event that a programme or programmes no longer continue to be offered at PCL and it is not possible for us to “teach out” existing students at PCL we will:
 - (a) facilitate the awarding by our validating partner of any exit award to which the student is entitled and the issuing of a transcript showing any additional modules which the student has successfully completed.
 - (b) use our best endeavours to find an alternative institution (where possible in London) at which the student will be given the opportunity to complete their degree (or other award as applicable).

Refund of Tuition Fees

4. If a programme or programmes no longer continue to be offered at PCL and it is not possible for us to offer students the opportunity to complete their degree (or other award as applicable) either at PCL or elsewhere, we will refund all the tuition fees that the student has paid for the programme:
 - a) In the case of students in receipt of a tuition fee loan from the Student Loan Company (“SLC”), we will reset the tuition fee for the programme to zero. This will mean that the tuition fee is returned to the SLC and the student will no longer owe the SLC that portion of the fee;
 - b) For any student who has paid their own fees, we will refund the tuition fees paid;
 - c) For any student whose fees are paid by a sponsor, we will refund to the sponsor the tuition fees paid.
5. However, if a student is not able to continue their study at PCL and we arrange for the student to have the opportunity to continue at another institution (as outlined at 3b above), but the student unreasonably chooses not to continue their study (either at all, or not at the institution we have arranged), we will not refund any tuition fees.
6. If a student is not able to continue their study at PCL but we arrange for the

student to have the opportunity to continue at another institution (as outlined at 3b above), the tuition fee at the new institution may be higher. This may be because the new institution has set their fees at a higher level, or because the student had the benefit of a fee waiver, scholarship or bursary for study at PCL. If this situation arises we will pay, for the remaining period of study, the difference between the actual tuition fee for the student if they had continued at PCL and the fee charged for that student by the new institution.

Compensation for Travel Costs

7. If a programme or programmes no longer continue to be offered at PCL and it is not possible for us to offer students the opportunity to complete their degree (or other award as applicable) either at PCL or elsewhere, we will refund the cost of their travel to and from the College during the period they were studying with us.
8. However, if we arrange for a student to have the opportunity to continue at another institution (as outlined in 3b above) but the student chooses not to continue their study, we will not refund their travel fees.
9. If:
 - (a) PCL stops teaching a programme or programmes at 190 High Holborn and relocates teaching of the programme(s) to another location outside Transport for London Zones 1 or 2; or
 - (b) A student is not able to continue their study at PCL but we arrange for the student to have the opportunity to continue at another institution (as outlined at 3b above) which is outside Transport for London Zones 1 or 2,we will pay any additional travel costs incurred by a student which is caused by this.
10. However, if we arrange for a student to have the opportunity to continue at another institution (as outlined in 3b above) but the student chooses to go to a different institution other than that arranged by PCL, we will not pay any extra travel costs caused by this.

Compensation for Accommodation Costs

11. If a programme or programmes no longer continue to be offered at PCL and it is not possible for us to offer students the opportunity to complete their degree (or other award as applicable) either at PCL or elsewhere, and if they moved out of the family home to study at PCL, we will refund the cost of their accommodation during the period they were studying with us.
12. However, if we arrange for a student to have the opportunity to continue at another institution (as outlined in 3b above) but the student chooses not to continue their study, we will not refund the cost of their accommodation during the period they were studying with us.

13. If:

- (a) PCL stops teaching a programme or programmes at 190 High Holborn and relocates to another location outside Transport for London Zones 1-6; or
- (b) A student is not able to continue their study at PCL but we arrange for the student to have the opportunity to continue at another institution (as outlined at 3b above) which is located outside Transport for London Zones 1-6,

and if either of these situations reasonably causes the student to change their accommodation, we will refund “wasted accommodation costs” caused by this. “Wasted accommodation costs” means any of the following which are caused by early termination of their current accommodation agreement:

- a. The loss of a deposit
- b. Payment for a period of time during which the student is no longer able to use the accommodation due to moving location and for which the student is unable to get a refund.

However, if we arrange for a student to have the opportunity to continue at another institution (as outlined in 3b above) but the student chooses to go to a different institution other than that arranged by PCL we will not pay any wasted accommodation