

## LCCM AU UK Ltd: Terms & Conditions of Enrolment

### 1. Introduction

#### BACKGROUND

1.1 By taking up a place to study with LCCM AU UK LTD, you should be aware that you enter into a legally-binding contract with us. Amongst other things these T&Cs lay out your and our contractual rights and obligations.

The Competition and Markets Authority (CMA) published guidance in March 2015 to UK higher education institutions to help them understand their responsibilities under the new Consumer Rights Act that came into force in October 2015. This applies to the relationship between the higher education provider and prospective and current students. The guidance covers three main areas:

- Terms and conditions for students should be fair
- Information provided to prospective and current students should be timely, honest, easy to find and accessible
- Complaint handling process should be fair and transparent.

1.2 LCCM takes great care to ensure that these Terms and Conditions (T&Cs) of enrolment are consistent with applicable law and sector best practice.

The terms contained in these T&Cs are in addition to your statutory rights and remedies, which remain unaffected.

1.3 It is essential therefore that you read and understand the T&C's, before you make a commitment to enrolling on a LCCM programme. Should you have any questions, please don't hesitate to contact one of our Admissions or Programme Administration Teams, who will be pleased to provide support at any time. Additional and alternate T&Cs may apply throughout for international students requiring our sponsorship for a Tier4 visa; these are detailed below and in the appendix to these T&Cs.

#### DEFINED TERMS

1.4 Terms used in this document, and in documents referred to, are defined thus:

- *"Contract"*: the contract formed between us under these T&Cs and including the documentation clause 4.4;
- *"Completed Enrolment"*: we have sent you an e-mail confirmation that you have satisfactorily completed enrolment; and
- *"Enrolment"*, *"Enrol"*: the process at the completion of which you enter into a binding contract with us;
- *"Have Enrolled"*: either having completed enrolment or been granted provisional enrolment;
- *"LCCM"*, *"us"*, *"we"*: LCCM AU UK LTD;
- *"Open University"*: the Open University which validates LCCM programmes and confers awards on successful students;
- *"Tier4"*: where an international student requires sponsorship from us to obtain a visa to study at LCCM; and
- *"You"*: any student or prospective student of LCCM.

### 2. Information we provide to inform your choice

#### BEFORE YOU APPLY

2.1 We will provide prospective students with *material information* prior to application, including:

- the Admissions Policy, including our entry requirements
- An overview of LCCM, our programmes and tuition/ other fees charged
- These terms and conditions, plus the appendix for "Tier4" students

This information is provided via content and downloads on our website and also at some external websites and listings, for example the UCAS or Unistats sites.

## IF WE OFFER YOU A PLACE

2.3 Our offer of a place, will be accompanied by the following *pre-contract information*:

- within or attached to an email or letter:
- any conditions to be met by you and by when, via the UCAS system for full time undergraduate applicants, else directly from us
- an invitation to induction, including details and timescale of how a prospective student can complete the enrolment process, contract formation and cooling off period
- tuition fees payable, with the process and timescale for payment
- these terms and conditions
- the appendix to the T&Cs if you are a “Tier4” student
- for non-UK/EU/EEA nationals requiring Sponsorship under Tier4 of the Points Based System: details of what we will require in order to issue a Confirmation of Acceptance for Studies (CAS).

as links to our website – we recommend that you download the documents:

- Admissions Policy
- Student Fees, Payments and Refunds Policy
- Programme Handbook, providing detail of programme and module structure, content and assessments, educational aims & outcomes, along with a summary of attendance and assessment policies, key contacts and support services. This will be supplied as a general guide and may be subject to updates for your entry cohort
- a copy of our Privacy Notice
- our academic regulations and policies in full
- specimen timetable, supplied as a general guide, subject to updates for your entry cohort and particular modules taken

## PROGRAMME VALIDATION BY THE OPEN UNIVERSITY

2.4 Each credit-bearing HE Programme offered by LCCM is validated by the Open University. This means that whilst LCCM is responsible for the delivery of the Programme and related services, the Open University as an accredited

institution approves the Programme. The Open University is the awarding body and the qualifications awarded are Open University qualifications. However the programmes of study are developed and delivered by partner institutions, including LCCM. The Open University and its partner institutions have a formal relationship governed by the QAA’s UK Quality Code for Higher Education which sets out expectations for academic standards, academic quality and information about higher education provision. Validated awards are of the same standard as other UK awards at the same level.

2.5 When you enroll with us in accordance with clause 4 below, we will complete your registration with the Open University. You would not be able to obtain a higher education credit through LCCM without this registration. Whilst the Open University may provide some support to you as detailed in our Student Protection Plan, LCCM will deal with any concerns you may have with your course.

## 3. Your application to study at LCCM

### YOUR APPLICATION

3.1 LCCM normally processes applications and offers for full time undergraduate programmes via the UCAS system, while prospective Masters and part time students apply directly online at: [https://lccm.org.uk/application\\_he/](https://lccm.org.uk/application_he/). However, in exceptional cases, full time undergraduate applications may be made directly to us or via an overseas agent. It is a condition of studying with us that you complete the application and all subsequent required supporting documentation and information in full, truthfully, accurately and on time. Failure to do so, may result in us withdrawing our offer of a place, cancelling our contract and excluding you from LCCM, where this comes to light at any point in your application to or studies at LCCM.

3.2 In deciding whether to offer you a place, we will evaluate your application against set criteria, normally including an audition and /or interview, although meeting our criteria does not guarantee admission where a programme is over-subscribed. You will have an opportunity to declare a disability in your application and in evaluating this, we will consider whether you can be supported via reasonable adjustment to our facilities, course materials and/or assessment processes. If we offer you a place, this may be conditional on future matters (e.g. examination results), which we will set out in our offer, or unconditional.

## HOW TO ACCEPT AN OFFER

3.3 In either case you will then be required to indicate whether you wish to accept our offer, via the UCAS system if applicable, else directly in writing to us. Please note that your acceptance of our offer does not constitute the start of your contract with LCCM, and the formal contract between us does not become binding until you complete enrolment in accordance with clause 4 below.

Before accepting our offer, you should understand the nature of the commitment that you will make when you subsequently enrol at LCCM (at which point our contract becomes legally binding), including the fees payable as you are required to provide a deposit or certain tuition fees prior to enrolment. As LCCM is a private College, should tuition fee loans be available via the Student Loans Company ("SLC"), these will not cover the full cost of tuition and you will need to pay the balance directly to us or enter into an arrangement to pay before enrolment can be completed.

## 4. induction, enrolment and contract formation

### THE ENROLMENT PROCESS

4.1 In order to start your studies at LCCM, you must enrol and attend induction. Once you have firmly accepted and met all the conditions of our offer, we will invite you to attend LCCM to enrol, provide or direct you to the contract documents listed in 1 to 9 in clause 4.4 below and also notify you of the time and place for your induction, normally the first few days of the autumn term at LCCM. Please note that the contract between us does not become legally binding until your enrolment is completed.

4.2 You may enrol at any time after you have firmly accepted your place and met all the conditions of our offer and must have completed enrolment by the close of induction. By enrolling you will make a binding undertaking to attend classes, submit work for assessment, pay tuition fees and conduct yourself as LCCM requires in our regulations, policies and handbooks; and that your application to study and supporting documentation was accurate and complete.

4.3 To enrol, you must attend LCCM in person to:

- provide various original documents as required, including your passport or LCCM-acceptable alternate

photo ID, qualification certificates and, if you are a Tier4 student, your visa and further documents as set out in the Appendix to these T&Cs. In some cases we may require notarised examples and/or translations of documents;

- complete and sign the enrolment form; by doing so you will formally agree to these T&Cs and confirm that your fees will be paid in full;
- if you have not already done so, pay your annual tuition fees in full; or in part, providing acceptable confirmation that the SLC will pay the balance, or else at our discretion, have put other arrangements in place for the payment of fees. As LCCM is a private College, should tuition fee loans be available via the SLC, these will not cover the full cost of tuition; the balance must be paid directly before enrolment can be completed. Students able to pay their total fee (net of any anticipated and verifiable SLC tuition fee loan) at least 6 weeks before the start of the applicable LCCM academic year, will be entitled to an early payment discount. Separate payment requirements apply for students seeking College sponsorship under Tier4, detailed in the appendix to these T&Cs and in the Student Fees, Payments and Refunds policy.

### WHEN DOES THE CONTRACT BECOME LEGALLY BINDING?

4.4 Upon you have satisfactorily completing the enrolment process in person as detailed at clause 4.3 a legally binding contract is formed between us, made up of these T&Cs plus the following additional documents and processes, to be found on our website or previously supplied to/by you at the appropriate point in your application:

- your application, whether made online or on paper and submitted via UCAS, an agent or directly by you to LCCM;
- the terms of our Offer;
- your Enrolment form;
- the Programme Handbook - applicable to your entry cohort;
- the Academic Regulations applicable to your programme and entry cohort;
- the timetable for the year, noting that your personal timetable will still subject to final confirmation of modules to be taken and groups assigned;
- The Student Protection Plan;

- The Appendix to these T&CS if you are a “Tier4” student
- The LCCM Policies document, which includes our policies regarding:
  - Admissions
  - Academic Appeals
  - Academic Misconduct
  - Assessment
  - Complaints
  - Extenuating Circumstances
  - Guests, Speakers and Events
  - Privacy Notice (plus the HESA student and DLHE collection notices)
  - Health and Safety
  - Information Technology (IT)
  - Interruption of Studies
  - Physical Resources
  - Printing and Photocopying
  - Student Attendance
  - Student Code of Conduct and Disciplinary
  - Student Fees, Payments and Refunds

4.5 We strongly advise that you familiarise yourself with these before enrolling and ideally before you apply or accept our offer as each document forms part of the contract between us upon your enrolment or partial enrolment. After completing enrolment, you will also be registered with the Open University as studying towards your intended qualification.

## PROVISIONAL ENROLMENT

4.6 Where you are unable to complete enrolment because you cannot provide us with the documentation we require or, where applicable, verify you have applied for a student loan and are eligible, we may, at our discretion, permit you to proceed to your studies as *provisionally* enrolled. If we confirm you as *provisionally* enrolled and you are not then able to complete enrolment within 60 calendar days from the start date of your LCCM programme, you will be considered to have withdrawn from your programme on the 60th day. Provisional enrolment is not available for students who require a Tier4 visa to study at LCCM.

4.7 Upon the sending of our e-mail confirmation that you have become provisionally enrolled, the contract between us becomes legally binding.

## 5. Our obligations

We agree for each and every student enrolled with us, or provisionally enrolled as the case may be, that we will comply with the terms of this contract, including any documents or policies forming part of this contract as listed in clause 4.4 and to deliver your course and services related to your course with reasonable skill and care.

## 6. Your Obligations

6.1 In order to fulfil our obligations, we need your cooperation by fulfilling your own obligations under this contract. In agreeing to enroll with LCCM, or provisionally enroll as the case may be, you agree to:

- Comply with the terms of this contract, including any documents or policies forming part of this contract as listed in clause 4.4, including but not limited to your obligations regarding your attendance and behaviour;
- Pay your tuition fees and any other fees required under this contract;
- Inform us as soon as reasonably possible if it transpires information provided by you in your application to study with us was false, incomplete, incorrect or misleading.
- Inform us as soon as reasonably possible if the conditions of your offer to study with us cease to be met by you.
- Where applicable, inform us immediately where the conditions of your Tier4 sponsorship cease to be met by you. Please see the Appendix to these T&CS if you are a Tier4 student; and
- Keep us informed of your up-to-date contact details at all times.

Your obligations under this contract apply for the duration of your studies at LCCM. Failure to do so may result in us taking action under our Student Code of Conduct and Disciplinary policy, or in serious cases, suspension or withdrawing you from the course.

## 7. If you change your mind about the course

### BEFORE YOU HAVE ENROLLED

7.1 If you have neither completed enrolment nor been granted provisional enrolment you may decide not to take up your place, notifying us of this either through the UCAS system or via the withdrawal form available from, and to be submitted to, Programme Administration [studentservices@lccm.org.uk](mailto:studentservices@lccm.org.uk). In such cases, we will refund to the payer any fees already paid to us by you, or on your behalf, with the exception of a sum of up to £250 plus VAT to cover administrative costs where we have progressed an application on your behalf for Tier4 sponsorship. The Admissions Policy also details how, before you have enrolled, you can defer your place to a subsequent year, should you so wish.

### ONCE YOU HAVE ENROLLED:

7.2 Once you have either completed enrolment or been granted provisional enrolment, you may still choose to withdraw from your programme by submitting the withdrawal form as above, in which case a tutor will offer you a meeting to discuss, within 5 LCCM Working Days (meaning any day on which LCCM is open for teaching). Unless you subsequently contact Programme Administration to cancel your withdrawal, the withdrawal will be processed 10 LCCM Working Days from submission of the form, at which point the contract between you and us will terminate, as will your registration with the Open University. The date of withdrawal will be the last date on which you were deemed to have engaged with the programme via a LCCM-expected class attendance or assessment submission, prior to the withdrawal request being effected.

### COURSE ABSENCES AND INTERRUPTION OF STUDIES

7.3 In the event that you will be absent from your course for a significant amount of time, we ask that you keep your programme tutor informed and if this absence is to continue, to complete an application to interrupt your studies in accordance with our Interruption of Studies Policy.

7.4 In certain circumstances, if it is reasonable to do so, we may at the close of a period of 30 consecutive LCCM Working Days on which you have not engaged with the programme via a LCCM-expected class attendance and in the absence of a successful application to interrupt your studies, deem you to have withdrawn from the programme effective from the last date on which you were deemed to

have engaged with the programme via a LCCM-expected class attendance or assessment submission, regardless of whether you have submitted a withdrawal form

### CHANGES TO MODE OF STUDY:

7.5 When you enroll at LCCM you will choose a mode of attendance, either full time or part time. Your mode of study, which forms part of the binding agreement between us, determines how many modules/credits you may take per academic year, the maximum and minimum permissible study time to achieve your intended qualifications and the annual fees payable.

7.6 If you wish to change your study mode once you have completed enrolment, you may apply to do so by informing Programme Administration. Changes of mode are at the discretion of the Programme Leader and, normally, apply only from the start of the academic year following the date on which the Programme Leader wrote to the Programme Administration Department, agreeing the change. In no case can a mode of study change apply before the start of the academic term following the date of agreement to the change (i.e. you cannot change mode of study mid-year).

7.7 If a change of study mode has been agreed, you would need to be re-enrolled at LCCM under the new study mode. In this case the new study mode fees, agreed at the time of your first enrolment, would apply at the time that the new study mode commences.

## 8. Paying your tuition fees

8.1 Our tuition fees are detailed in the prospectus and on our website [here](#). In order to take up your place, or continue your studies, your tuition fees for the academic year must be paid in full before we confirm enrolment and you proceed to classes, or before the start of the academic year in subsequent years. The only exceptions to this are:

- if you are an international student requiring our sponsorship for a Tier4 visa, in which case we require full payment of the first year's tuition fees upon firm acceptance of an unconditional place;
- if you can demonstrate to our satisfaction that the majority of your tuition fees will be paid by Student Finance England/Wales, and that you have already paid directly to us any shortfall between the tuition fee loan value and our tuition fees; or



- where we have agreed that you may pay all or part of your tuition fees by installment via a payment plan, or by other means.

8.2 In all cases we will make it clear, at both the offer and induction stages, our required timescale and format for tuition fee payment(s). Where your tuition fees are not paid on time, we may impose a number of sanctions up to an including termination of our Contract and thus your studies at LCCM. The *Student fees, payments and refunds policy* provides further detail on the above.

## 9. Continuing your studies

9.1 In order to continue on the second and subsequent academic years of your Programme (where applicable), before attending your first class you must:

- have met the academic conditions for progression, as set out in the Programme Handbook and LCCM/ University Regulations, or have been permitted by the Assessment Board to otherwise continue; and
- not be in debt to LCCM with regards to any academic debt payable by you (i.e. tuition fees or similar debt); and
- not be subject to suspension or termination of studies as laid out in the Academic Misconduct or Student Disciplinary policies; and
- have reviewed your enrolment record, advising us as to any changes necessary and submitting any further documentation we require; and
- have attended annual induction sessions following our invitation.

## 10. If we need to make changes

10.1 Whilst we will always try and minimise making changes to the Contract (including changes to your programme), there may be times where changes are needed. This clause 10 describes the circumstances when we can make changes, as well as providing you with further information about what we will do where we look to make such changes.

### CHANGES TO PRE-CONTRACT INFORMATION

10.2 If any information that we may have given to you at the time you were researching LCCM and making an application for a programme changes by the time we send out our offer, we will highlight details of those changes in

the offer. By enrolling in accordance with clause 4, you will be confirming that you are accepting our offer on the basis of the changes documented in the offer.

### CHANGES AFTER YOU HAVE ENTERED INTO THE CONTRACT WITH US

10.3 Where we need to make changes to the Contract or your course after our Contract has been formed, we will, in each case, assess the potential impact of such change on the Contract and our students and will follow the principles set out in this clause 10 at all times. LCCM is always looking to improve and enhance students' experience with us, and we will engage in dialogue with our students throughout their studies, as well as with our teaching staff, and will actively seek feedback from these groups about how we can improve our service delivery to our students.

10.4 The circumstances that we describe in clause 10.5 are not the only ones that may arise during your studies with us, but these will give you some context as to when we may need to amend this Contract or a particular programme. Clause 10.6 provides you with illustrative examples of the type of changes that may arise as a result of the reasons set out in clause 10.5.

### WHEN WE CAN MAKE CHANGES TO THE CONTRACT

10.5 We can make changes to this Contract or a particular programme:

- to reflect changes in the law and/or professional, regulatory and/or statutory body and/or UKVI requirements;
- as required by government policy, regulatory requirements and/or guidance and/or a decision of a competent court or similar body ;
- to comply with any requirement set by any funding body/Office for Students;
- to comply with accrediting body requirements, including but not limited to validation requirements of the Open University;
- to deal with unavoidable changes in our academic and/or support staff;
- to address and/or to take steps in response to a security threat;
- to incorporate sector good practice guidance;

- in light of student feedback and/or external examiners' feedback;
- to reflect material developments in academic teaching, research and/or professional standards and/or requirements;
- minimum enrolment numbers / fall in future enrolment numbers;
- withdrawal of any relevant accreditation;
- to reflect changes made by a placement provider and/ or withdrawal of a placement by a placement provider; or
- for any other valid reason.

## WHAT TYPE OF CHANGES MAY BE MADE?

10.6 The reasons in clause 10.5 above may result in a number of different changes being made by us in response. We have set out in this clause 10.6 some examples of these responses and, to help you understand what such changes may mean for you in practice, we have done this by referring to those examples using the headings "major changes" and "minor changes". The provisions of clause

10.7 will apply depending on the type of change that is anticipated at the time.

Minor Changes (non-exhaustive list of examples):

- reasonable changes to the timetable for delivery of your programme;
- reasonable changes to the number of classes/lectures and other teaching activity relating to the programme;
- reasonable changes to the methods by which the programme is delivered and/or assessed;
- reasonable variations to the content and syllabus of the programme;
- changes to the location of your programme teaching facilities, provided these are within the same campus and/or provided they are of equivalent quality as those advertised by us;
- changes to reading lists to deal with changes in the relevant subject area relating to your programme to ensure the same remains as up to date as possible; or
- procedural changes to our Student Handbook that help improve the same to your benefit.

Major Changes (non-exhaustive list of examples):

- changes to the way that we teach, supervise and/or assess a programme to ensure that we are continuing to provide that programme to you lawfully and/or in accordance with academic standards and quality;
- to make additions and/or withdrawals of certain core/ compulsory modules on your programme;
- to implement more significant changes to our programme;
- changing your study mode in the light of Assessment Board requirements, typically when modules retakes are required.
- changing our security procedures to such an extent as may materially impact on the way that you previously acted when on campus with us;
- significant changes to the location or specification of your programme teaching facilities, which could include moving the programme to a different campus or a location that is not located near the original delivery campus; or
- to make significant changes to our Student Handbook that help improve them where the same are not to your benefit.

## HOW WE WILL TELL YOU ABOUT CHANGES TO THE CONTRACT

10.7 For minor changes, we will notify you of any amendments in writing, by providing you with as much notice as is in our view appropriate in the circumstances. Where possible, we will look to provide this notice to you in advance, but this may not always be possible.

10.8 For major changes, we will notify you in writing as soon as possible, and in any event, generally no later than two months before we are due to make the relevant change.

10.9 If you do not agree with a major change we make to the Contract, and such changes are to your detriment, you will be entitled to terminate the Contract and you may be entitled to an appropriate refund of the Fees you have paid to us.

## OUR OTHER OBLIGATIONS REGARDING CHANGES

10.10 The Student Protection Plan lays out what we will do if we need to make changes to your Programme of Study as applied or enrolled for. We undertake:

- to take reasonable steps to avoid implementing

change during an academic year or making changes close to the start of an academic year;

- if Academic Regulations change, that these will only apply to students first enrolling after University and LCCM approval of those revisions, unless the University deems that the revisions are such that they can be applied to all.
- if LCCM policies are revised or introduced, that these will apply to all students from the start of the academic term following approval by us, but for the remainder of that academic year, no student will be disadvantaged in comparison with the previous policy;
- should the location of your programme change, to keep this within Greater London;
- in the event of programme closure, to take reasonable steps to ensure that existing students may complete their current programme to original timescale at LCCM; and
- where changes are such as to render it impossible, prior to completion of enrolment, for prospective students to study as intended on their programme, to endeavour to offer eligible applicants a place on an alternate LCCM programme, or assist existing LCCM offer-holders in securing a place elsewhere and/or liaise with UCAS with a view to allowing the applicant a substitute choice in their application.

The *Student fees, payments and refunds policy* details any financial matters relating to any changes made or proposed under this clause 10.

## 11. Termination by You

11.1 If you withdraw, or are deemed to have withdrawn, after you have either completed enrolment or been granted provisional enrolment, you will be liable for tuition fees to the end of the academic year in which the withdrawal date falls, or to the end of the following LCCM term if your withdrawal date lies outside the LCCM academic year and is within a month of the start of the following LCCM academic year.

11.2 Where applicable, your withdrawal will be notified to the SLC or UKVI. If you are studying at LCCM under our sponsorship for a Tier4 Visa and your permission to study in the UK expires without renewal before the end of the programme (e.g. your visa is revoked or curtailed), you will be deemed to have withdrawn from your LCCM programme

effective from the visa expiry date.

11.3 If you transfer to another provider after you have enrolled, this will be processed as a withdrawal in accordance with clause 7.2 above, unless instigated by us under the Student Protection Plan. Once enrolled, you may apply to transfer to another LCCM programme by contacting the Programme Administration; agreement to transfer and entry point to the new programme will be subject to the decision of the Programme Leader of the receiving programme, taking into account the qualifications and aptitude normally required at entry and the mapping of HE credits achieved to date.

The *Student fees, payments and refunds policy* details any remaining liability you may have towards us for tuition fees relating to all the above changes.

Please note that your rights to withdraw from a programme as set out above are in addition to your statutory rights and remedies, which remain unaffected.

## 12. Circumstances Where We May Terminate the Contract

12.1 We may choose to suspend or exclude you from LCCM and terminate the Contract between us in the following circumstances:

- If you are in material breach the Contract between us, including but not limited to, the Academic Misconduct, Student Disciplinary or Student Fees, Payments and Refunds policies.
- Where you are deemed to have withdrawn from a programme under clause 7.4.
- Where you fail to pay your tuition fees in accordance with clause 8.
- Where you do not meet the requirements under clause 9 to continue your studies.
- If we confirm you as provisionally enrolled and you are not then able to complete enrolment within 60 calendar days from the start date of your LCCM programme, you will be considered to have withdrawn from your programme on the 60th day and we will treat the Contract between us as terminated.
- If the conditions of your offer to study with us cease to be met.
- If it transpires information provided by you in your



application to study with us was false, incomplete, incorrect or misleading.

- Where applicable, your failure to comply with all relevant immigration laws and regulations (including UKVI requirements).
- For any other reason that in LCCM's reasonable discretion, where your continued attendance is inappropriate or unsafe either for any other students or LCCM staff.
- Where applicable this may also result in withdrawal of our Tier4 sponsorship and notification to UKVI.

12.2 We may also need to terminate the Contract in circumstances beyond our reasonable control, including but not limited to the following circumstances:

- Programme closure where this is beyond our reasonable control;
- Withdrawal of designation (which allows eligible UK/ EU students to apply for tuition fee and maintenance loans);
- Withdrawal or non-renewal of validation of the course by the Open University (as detailed in clauses 2.4 and 2.5);
- Withdrawal of our Tier4 Licence; and/or
- Closure of LCCM.

12.3 In all cases in the event of course, campus or college change or closure, we will use reasonable endeavors to assure the continuity of your studies in accordance with the Student Protection Plan. If we are unable to do so, the *Student fees, payments and refunds policy* details any refund that you may be entitled to in the event that we terminate this Contract.

## 13. Effect of termination

13.1 Upon the termination of the Contract between us, the terms of this Contract will cease to be binding on you, save for that clauses 14 and 16 and the *Student fees, payments and refunds policy* will survive termination.

13.2 Where applicable, your withdrawal will be notified to the SLC or UKVI. If you are studying at LCCM under our sponsorship for a Tier4 Visa and your permission to study in the UK expires without renewal before the end of the programme (e.g. your visa is revoked or curtailed), you will

be deemed to have withdrawn from your LCCM programme effective from the visa expiry date.

13.3 Unless you agree otherwise with the Open University, for example where the Open University has assisted you to transfer to another programme, your registration with the Open University will also cease.

## 14. General liability

Please note that our liability to you as set out below is in addition to your statutory rights and remedies, which remain unaffected.

14.1 Subject to clause 14.2 (below) if we fail to comply with the Contract between us, we are responsible for loss or damage you suffer that is a foreseeable result of our failure to comply with this Contract, but, subject to clause 14.3, we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is obvious that it will happen or if, at the time the Contract between us was made, both we and you knew it might happen.

14.2 Subject to clause 14.3 (below), our total liability to you under this Contract shall not exceed the total Fees payable and any reasonable costs already incurred by you in relation to your course, such as Visa fees, accommodation costs and travel costs directly relating to the course.

14.3 Nothing in this Contract shall exclude or limit in any way:

- either party's liability for death or personal injury caused by its negligence; or
- either party's liability for fraud or fraudulent misrepresentation; or
- any liability we may have which cannot be excluded or limited under laws relating to discrimination, occupier's liability or health and safety.

## 15. Events outside of our control

15.1 We will not be liable or responsible for any failure to perform, or delay in performing, any of our obligations under these Terms that is caused by an event outside our reasonable control, including changes in applicable laws, actions or delays by any government authority, or refusals by any such authority to grant any necessary licence ("Event Outside Our Control").

# LCCM

15.2 Our obligations under these Terms will be suspended for the period that the Force Majeure Event continues, and the time to perform these obligations shall be extended for the duration of that period. We will take reasonable steps to bring the Event Outside Our Control to a close or to find a solution by which our obligations under these Terms can be performed despite the Event Outside Our Control.

## 16. intellectual property

16.1 The copyright, design right and all other intellectual property rights in any course materials and other documents or items that we prepare or provide in connection with any programme or module taught at LCCM will belong to us, or our licensors, absolutely. You may not use these materials, documents or other items for any commercial purpose.

## 17. Notices

17.1 Any notice or other communication given to a party under or in connection with this Contract shall be in writing and shall be:

- by hand;
- by pre-paid first-class post or other next working day delivery service at the address mentioned below; or
- sent by email to the email address specified below,

LCCM: 50-52 Union Street, London, SE1 1TD Email address: admissions@lccm.org.uk or studentservices@lccm.org.uk

You: the correspondence address or email address provided in your application form (or any other address you notify to us in accordance with this clause).

17.2 Any notice or communication shall be deemed to have been received:

- if delivered by hand or sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or
- if sent by email, at 9.00 am on the next Business Day after the time of transmission unless a notification of non-delivery is received by the sender.

17.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## 18. Complaints

18.1 Should you have any concerns regarding the terms of this Contract, or if you are unhappy with the way your course is delivered, you must inform us without delay. Please see LCCM's Complaints Policy for further details.

## 19. General

19.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, such term will, to that extent only, be severed from the remaining Terms, which will continue to be valid to the fullest extent permitted by law.

19.2 If we fail, at any time while this Contract is in force, to insist that you perform any of your obligations under this Contract, or if we do not exercise any of our rights or remedies under this Contract, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

19.3 A person who is not party to this Contract (including without limitation any party that is responsible in whole or part for your tuition fees) shall not have any rights under or in connection with it.

19.4 Subject to clause 10 above, no variation of this Contract shall be effective unless it is in writing and signed by you and us.

19.5 This Contract shall be governed by English law and you and we agree to the exclusive jurisdiction of the English courts.

Thank you for taking the time to read these T&Cs and the other documents that make up the Contract between us. We look forward to helping you achieve your personal musical and creative goals by enrolling on a programme here at LCCM and it is very important that you fully understand what you will be committing to. As we have stated above, our Admissions and Programme Administration Teams are here to provide further advice or clarification should that be needed.