

Student Enrolment Terms and Conditions

written by Doncho Borisov | November 18, 2018

1. Effect of these Terms

1.11.1. These terms & conditions (the Terms) apply to all undergraduate, postgraduate and other students enrolling with London School of Science & Technology Limited (LSST). Together with the other documents to which they refer, these Terms form the contract between LSST and you, and the conditions that apply to your programme of study at LSST ("the Course"). If there is any inconsistency between these Terms and any other document generated by or on behalf of LSST, these Terms shall prevail. However, you will take special notice that in the event of any inconsistency between these terms and the terms of the validating partner University, the provisions of the validating partner's terms shall prevail.

1.2 1.2. These Terms together with the matters referred to in any document setting out the offer made to you (the Offer) (directly to you by LSST and on the enrolment form or on-line application) form the entire agreement and understanding between you and LSST with regard to the Course and replace any other written or verbal promises, undertakings or representations.

1.3 1.3. No contract will exist between you and LSST until you formally reply to LSST accepting an offer, either by signing an Agreement or accepting the offer through the online application system as appropriate to your method of application.

1.41.4. By signing these terms and conditions and accepting an offer you formally agree to:

1.4.1 1.4.1. follow LSST's and its validating bodies' rules, regulations and policies;

1.4.2 1.4.2. ensure payment of all fees due by the dates specified by LSST, unless previously agreed otherwise in writing by the LSST Finance Office;

1.4.3 1.4.3. ensure that LSST has the correct personal and contact details for you at any given time;

1.4.4 1.4.4. where applicable, provide proof of your immigration status

1.51.5. All applications must be signed by the student in person. All applications made online will be assumed to be made by the student in person. Under no circumstances will applications made for an individual by a third party (e.g. an agent or a relative) be accepted.

1.61.6. LSST reserves the right to request any student to apply for a Basic Disclosure (or where required for certain courses, an Enhanced Disclosure) check either before or after the enrolment. LSST shall be entitled to refuse to enrol you or to require you to stop studying on the Course, and to leave your Course immediately, if you fail to comply. You will be required to pay the cost of any disclosure check required, which will not be refundable in the event of the check revealing convictions that prevent enrolment on your Course.

1.71.7. LSST's admissions process is subject to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013; if you have applied through our online enrolment form or have accepted the offer by post or email subsequent to contacting our admissions department by telephone or email only, your acceptance of these terms will be treated as a 'distance contract'. In such cases after accepting an Offer you have a right to cancel your enrolment at any time up to 14 days after you confirm your acceptance.

1.81.8. If you cancel within this period, you will be entitled to a refund of any deposit/tuition fees which you have paid and you will not be bound by these Terms. If you have requested and explicitly consented to early performance of the services below, then LSST will be entitled to deduct the value of any such services provided at the time of your cancellation request. Refunds requested by students of a 'distance contract' will be paid within 14 days of the cancellation request. LSST prefers these requests be made on the cancellation form by email or delivery to the Registrar, however any clear statement of your intention to cancel is sufficient.

1.91.9. Once the above cancellation period has expired, you may terminate this agreement by notice at any time by post to our Park Royal head office, or by email to the Registrar. If you do so up to 30 days before the course start date, you will receive a refund of all pre-payments. If you do so prior to the final semester you will be refunded 50% of the prepayments made. No refund is available for cancellations in the final semester.

2. LSST`s obligations

2.1 LSST shall

2.1.12.1.1. Provide you with the Course and tuition with the reasonable care and skill in the way described in the relevant course specification;

2.1.22.1.2. If you are enrolled on a Course awarded by one of our validation partner universities such as London Metropolitan University, University of West London or Buckinghamshire New University (the Validating University'), enrol you with the Validating University provided you meet all entry requirements set by the relevant Validating University at the relevant date of progression.

2.1.32.1.3. Make available to you such learning support facilities and services as are reasonably necessary for completion of the course. LSST shall be able to make variations from time to time to the services and facilities provided, and you agree that changes to such support facilities and services shall not be deemed to be substantial changes to this contract.

2.2.2. LSST will take all reasonable steps to ensure that study programmes are delivered in full and meet the expectations students have when they accept an offer to study with the School. Most importantly it will ensure that students who successfully engage with their studies are not prevented from achieving the qualification due to them for reasons of:

i. Changes to a programme's content,

ii. Changes to, or loss of access to learning resources or campus facilities,

iii. Changes to awarding body arrangements,

iv. 'Teaching-out' of programmes for which there will be no further recruitment.

LSST's Student Protection Plan sets out how the School will ensure that its programmes are delivered as closely aligned as is reasonably possible to that which is described in its promotional materials and pre-contract information.

3. Your obligations

3.1 You are required to comply with your obligations under these Terms and to:

3.1.1 Attend lectures, courses, tutorials, examinations and other activities which form part of the Course (subject to absence for genuine medical reasons or other special circumstances). If your attendance or participation on your Course is such that LSST believes that you will be unable to successfully progress or complete the Course, or you fail to respond adequately to LSST's attempts to seek your re-engagement with your programme of study, LSST may remove you from the Course without refund. If you are withdrawn from the course due to non-submission or poor attendance, you will remain personally liable for the fees for the year you are withdrawn, and any previously completed year.

3.1.2 It is expected, and it is a key requirement for students that accept a place on their selected course, to attend their scheduled classes (usually over two days) on time and on brief. Specifically, students are expected to be arriving for their classes on time, stay for the duration, participate in activities enthusiastically and engage in their classes according to the requirements of the module and the lecturer.

3.1.3 Complete and submit all course work required for the programme of study by published deadlines or inform an Assessment Officer where a situation arises that prevents you from doing so in accordance with LSST's regulations.

3.1.4 Provide LSST with an emergency contact name and details which may be used by LSST at its discretion, and promptly update LSST of any changes to these contact details.

3.1.5 Notify LSST promptly of any changes to the information which you submitted on application or enrolment; for example, if you change your correspondence address.

3.1.6 Familiarise yourself with and agree to abide by all rules, regulations, and policies, and codes of conduct of LSST, and those of any Validating University that you are enrolled with through LSST. These will be made available on the Student Portal.

3.1.7 Comply with any professional standards, if applicable, in

relation to the Course.

3.1.8 Behave appropriately whilst on LSST premises, cooperate with all of the efforts of LSST to comply with its Health and Safety obligations and comply with the Student Code of Conduct set out in the Student Handbook, in the Student Code of Conduct & Disciplinary Procedures, and available on the Student Portal.

3.1.9 Carry your LSST issued Student Identification Card (“ID Card”) with you at all times whilst on LSST premises or engaged in LSST activities and present it to authorised LSST staff if requested to do so and to not allow any other person to use this card for any reason whatsoever.

3.1.10 Comply with any reasonable instructions issued to you from time to time by LSST.

3.1.11 Tell LSST promptly, and in writing, in the event that you choose to withdraw from LSST.

3.1.12 For students with limited leave to remain in the UK: You must provide evidence of your continuing leave to remain (i.e. a current Tier 4 or similar visa from another institution/spouse visa, etc. which has not been curtailed), on enrolment and whenever it is requested by LSST. You must promptly submit to LSST copies of any correspondence with the UKVI/the Home Office and to inform LSST of any changes to their immigration status. LSST may remove you from the course without further notice and without refund if you fail to provide these on the dates required.

4. Fees and payment

LSST’s policy on fees is detailed in full in the Tuition Fee and Refund Policy.

4.14.1. You are individually responsible for payment of tuition fees and other charges and costs incurred during your Course, even where you have an agreement for sponsorship (e.g. with an employer) or student finance from the Student Finance England.

4.2 4.2. If you are not entitled to government funding, for example, via SLC, you must make payment of the course fees on your own as set out in the offer (the Course Fees) for each year in full prior to each year’s start date, unless you have agreed an instalment plan with your

campus Finance Officer here in LSST.

4.3 4.3. Irrespectively of how you pay for your course fees, for example via SLC or private tuition, course fees do not include possible additional fees incurred during your course such as resit fees (£15, unless attendance at the time of the referral/resit is over 80%), admin fees for production of letters (£20 per letter, and £5 per duplicate), or DBS checks, where required (the fee for which will be set by a separate DBS checking agreement).

4.44.4. In the unfortunate event that you have not achieved the main assessments of a particular module and you have also failed, or not submitted the required re-submissions and/or you did not sit the relevant exams and the University that you have enrolled decided that you have to re-take this particular module(s), the fee for each module re-take is £1,000.

4.5 4.5. If payment of the Course Fees (or any instalment under an instalment plan is) not made by the agreed date(s), you will also be charged a late fee of £15.00 per missed instalment. We also reserve the right to charge interest at 8% per annum from the date of the missed instalment, and recover any costs of instructing a third party to recover the debt. If you pay by cheque and that cheque is returned unpaid, an additional bank and administrative charge of £30 per dishonoured cheque will be added to the fee balance.

4.5 4.6. 4.6. In addition to the charges set out in 4.3 – 4.5. above, LSST may also take any or all of the following steps if you fail to pay the Course Fees or any instalment of an instalment plan:

- immediately cancel any instalment plan and demand payment of the balance;
- suspend access to the library and computing facilities;
- not accept or mark the examination scripts and assignments/coursework;
- not register the student with the awarding body or Validating University;
- not submit any unit/module results to the awarding body or Validating University;

- withhold the final award certificate and transcript;
- suspend you from the Course;
- cancel your enrolment/refuse to re-enrol you, and remove you from the Course;
- pass your debt to a third party (e.g. a solicitor or debt collection agency) for collection at your expense.

5.LSST rules and regulations

5.1 You are required, as a condition of accepting an Offer, to abide by all relevant codes, rules and regulations of LSST in existence during the Course which relates to the activities of students at LSST, or which may apply to you and your particular programme option. These shall include (but shall not be limited to) the following:

- LSST and any Validating University's Academic Regulations;
- LSST's Tuition Fee and Refund Policy;
- LSST's Student Complaints Procedure; OIA
- LSST's Student Code of Conduct and Disciplinary Procedure;
- LSST's Health and Safety Policy;
- LSST's Student Attendance Policy & Procedure;
- LSST's Library Regulations;
- LSST's Preventing Extremism and Radicalisation Policy
- All programme handbooks, codes, rules and regulations of any other relevant organisation or institution, if required as part of the Course, as such codes, rules and regulations are amended from time to time.

5.2 If you are removed from your Course with LSST as a result of disciplinary action taken against you in accordance with the disciplinary procedures of LSST, these Terms shall end automatically without the need for any notice, unless LSST agrees otherwise in writing.

6. Change of circumstances

6.1 In addition to LSST's right to end the contract in accordance with Condition 5.2 above, LSST is entitled to end the contract immediately by notice in writing to you in the following circumstances:

6.1.1 if there is a change in your circumstances between the acceptance of an Offer by you and the beginning of the Course or if LSST becomes aware of information relating to you not previously known to it (including, but not limited to, information about criminal convictions, subject to the Rehabilitation of Offenders Act 1974) which in the reasonable opinion of LSST makes it inappropriate for you to study on the Course; or

6.1.2 6.1.2. If you fail to notify LSST immediately of any convictions or changes in your status with the Disclosure and Barring Service that occur whilst you are registered as a student at LSST; or

6.1.3 if, in the reasonable opinion of LSST, you have failed to provide LSST with all relevant information which could affect your acceptance on the Course or have supplied false or misleading information relating to your application for the Course.

7. Provision of the Course

7.1 While LSST undertakes to take all reasonable steps to provide the Course and services with reasonable care and skill, should circumstances beyond the control of LSST interfere with its ability to provide the Course or the Services, LSST undertakes to take all reasonable steps to minimize the resultant disruption to the Course and the Services.

7.2 LSST will use all reasonable endeavours to deliver the Course in accordance with the description applied to it in LSST's marketing and promotional materials (e.g. website entries or prospectus) for the academic year in which you begin the Course. However, LSST has limited resources which it has to manage in an efficient way, in the context of the provision of a wide range of courses to a large number of students. LSST therefore shall be entitled:

7.2.1 at any time to alter the timetable applicable to you, to alter the number of classes relating to the Course, alter the methods by which the Course is delivered and to alter the location of delivery of the Course, such changes not to be considered substantial unless they

would alter the study mode, academic classification, or eligibility for benefits, immigration status or Council tax credit purposes of the course;

7.2.2 7.2.2. to make reasonable variations to the content and syllabus of the Course, such changes not to be considered substantial, to make changes required in order to comply with any changes in the law, changes required in order to comply with the LSST's accrediting bodies, update course material in order to reflect best practice and academic development;

7.2.3 7.2.3. to discontinue the Course or decide not to provide the Course or to merge or combine the Course with other programmes of study. If LSST decides not to provide the Course or makes any substantial variation to the Course prior to the Course then it will use reasonable endeavours to notify you in advance and you shall be entitled to withdraw your application by written notice to LSST. In these circumstances you will be entitled to a refund of any deposit/fees which you have paid to LSST.

7.2.4 LSST is not liable to provide a refund if substantial changes are made as a result of decisions made by an accrediting body, Validating University, or to comply with changes in law or industry practise.

7.3 LSST does not accept responsibility, and expressly excludes liability, for:

7.3.1 7.3.1. any indirect or consequential loss or damage (including, without limitation, loss of profit, loss of earnings, loss of opportunity, and living expenses), however arising, suffered by you as a result of any breach by LSST of these terms & conditions or any other act or omission of LSST or its employees or agents.

7.3.2 LSST shall not be held responsible for any loss, damage or expense resulting from any delay, variation or failure in the provision of the Services or facilities relating to any programme or course arising from circumstances beyond LSST's reasonable control.

7.3.3 Although LSST shall endeavour to ensure that computer equipment and software it makes available for your use has reasonable security and anti-virus facilities and protections, your use of such computer equipment and any software provided by LSST is at your own risk. LSST shall not therefore be liable for any loss or damage suffered by you

as a result of use of any computer equipment or software provided or made available by LSST to you, including (but without limiting the general nature of this condition) any contamination of software or loss of files as a result of using LSST equipment or software.

7.3.4 If LSST is found liable to you for any breach by LSST of these terms and conditions the liability of LSST shall be limited to a refund of the Course Fees actually paid by you.

7.3.5 Nothing in Condition 7 or in the rest of these Terms shall operate to exclude LSST's liability for death or personal injury caused by LSST's negligence, or for fraudulent misrepresentations.

8. Requirements on termination of these Terms

8.1 If at any time you or LSST end this contract as a result of its rights under these Terms or generally or if these Terms end automatically:

8.1.1 LSST shall be entitled to refuse to enrol you on the Course, if at the date of termination you have not already enrolled;

8.1.2 LSST shall be entitled to require you to stop studying on the Course, and to leave LSST immediately, if at the date of termination you have already enrolled;

8.1.3 any action taken by LSST under Conditions 8.1.1 or 8.1.2 will not restrict the ability of LSST to take any other action against you to which it may be entitled;

8.1.4 LSST will not be liable for any loss or damage of whatever nature which you may suffer as a result of any action taken against you by LSST to terminate these Terms or disciplinary action by LSST (provided the action by LSST is taken properly in accordance with these Terms or LSST's procedures);

8.1.5 you are required to return the Student Identification Card, which was issued to you on enrolment, and any special equipment provided by the School for use on your Course; and

8.1.6 Any Instalment payment facility in respect of the Course will terminate automatically and the full balance of outstanding Course Fees will become due immediately.

9. Special conditions

You agree that you will abide by any special conditions relating to the Course set out in the Offer, instalment plan, DBS checking agreement, testimonial form, or any other supplementary contract agreed between you and LSST, and these shall be incorporated in this contract.

10. Data protection

LSST may use and process personal data or information regarding you (including Special Category Data e.g. ethnicity, gender, and health data; and Criminal Offence data e.g. DBS checks) while you are a student of LSST and after you have left LSST as set out in its Privacy Notice, for the purposes set out in that Notice. Any data LSST holds will be administered in terms of the Data Protection Act 2018 in line with the General Data Protection Regulations as well as the LSST Data Protection Policy.

11. Intellectual Property

11.1 The London School of Science and Technology and LSST brands and trademarks are owned and licensed by LSST. The Validating University's and awarding bodies (e.g. University of West London, London Metropolitan University, Buckinghamshire New University) brands and trademarks are owned and licensed by the Validating Universities or awarding bodies.

11.2. Copyright in your course material and all other material on our website belongs to us.

11.3. No part of our website or your course material may be copied, reproduced or republished in any form or by any means, without obtaining our prior written permission. We reserve the right to bring legal action against you if you breach this obligation

11.4 By entering into these terms and conditions you agree that the copyright in any images of you used on our marketing materials and website will belong to us.

11.5 You will own the copyright and other intellectual property rights vesting in content created by you in the course of and for the purpose of your studies with LSST, except content created:-

11.5.1 On courses that are part of an ongoing research program (and

this fact has been stated in the Offer);

11.5.2 on or for a work placement;

11.5.3 promotional materials created for LSST such as produced under 11.4 above.

11.6 You agree to grant LSST an irrevocable, world-wide, royalty free, non-exclusive licence to use, copy, edit, and distribute any material in which your intellectual property rights such as copyright may subsist, for academic, promotional, and other non-commercial purposes. You agree to execute any deed, assignment, or other documents necessary to effect such a licence on request by us.

12. General

12.1 If any provision of these Terms is or becomes illegal, invalid, void or unenforceable that shall not affect the legality, validity or enforceability of the other provisions.

12.2 Any notice or other communication made under these Terms shall be in writing (including by email) and addressed to you at the last address notified by you to LSST and/or sent to your LSST email account, and shall be deemed to have been properly served:-

- if delivered by hand when left at that address;
- if sent by email, on the day on which it was sent, or if not a business day, the next business day thereafter;
- if made by pre-paid first class post, on the second business day after being posted to that address.

12.3 If you breach these Terms and LSST chooses not to exercise any right which it may have against you, that shall not prevent LSST from taking action against you in the future in respect of that breach or any further breaches by you.

12.4 These Terms are only enforceable by you and LSST. No other person shall have any rights in connection with these Terms.

12.5 LSST shall not be liable for any loss, theft, misuse or damage to your property while on LSST premises nor any injury or death not occasioned by the gross negligence of LSST, its office bearers, employees or agents.

12.6 Only yourself and LSST are parties to this agreement. No other person or institution shall have rights under the Contracts (Rights of Third Parties) Act 1999 to enforce the terms of this agreement.

12.7 Failure by you or LSST to enforce any breach of any terms of this contract shall not constitute a waiver of the said provision and further shall not prevent LSST from taking steps to enforce that or any other provision.

12.7 These Conditions shall be governed by and construed in all respects in accordance with the laws of England and Wales and are subject to the exclusive jurisdiction of the English courts.

SPECIAL PROVISION: MOVE OF CAMPUS

You are hereby notified and acknowledge that your initial campus location (should this be Alperston) is subject to change (to Wembley Central) during the course of your studies. You also acknowledge that the School has taken appropriate measures to ensure that you have been notified in a timely manner of this change and confirm your unequivocal consent thereof. Therefore, you hereby indemnify the School, company, its officers and directors, employees and affiliates against any loss, liability, claim, damage and expense whatsoever arising out of, or based upon the change of campus location.