Student Terms and Conditions

For Undergraduate and Postgraduate Courses delivered outside of Hong Kong

Effective from 9 August 2023

Please note that these terms and conditions (these "Terms") apply only to the undergraduate and postgraduate courses, programmes and modules designed and delivered by The University of Law Limited (No.07933838) (the "University") in or, (for online delivery) from the United Kingdom ("UK") or any other location excluding Hong Kong (each referred to in these Terms as a "Course" and together, the "Courses").

These Terms do not apply to Apprenticeships. The Apprenticeships Terms and Conditions are available at www.law.ac.uk/student-terms-and-conditions/.

By reserving a place on one of the Courses you enter into a legally binding contract with the University which can only be varied by agreement in writing. You accept and agree to be bound by these Terms which include the fee schedule relating to your Course (the "Fee Schedule") and any Instalment Options Schedule (if relevant, see also paragraph 3.5).

Your acceptance has immediate cost implications and creates financial commitments. Your attention is drawn in particular to paragraphs 2, 3, 4 and 5.

Fees and Instalment Schedules →

Terms and conditions

- 1. When this contract starts
- 1.1. As soon as you accept your offer of a place on a Course at the University, your contract with the University will start (and any applicable Cooling Off Period as described in paragraph 4 of these Terms will also start).
- 2. Non-financial obligations
- 2.1. By reserving a place on your Course you accept and agree to be bound by and comply with:
- 2.1.1. all University policies that we publish (and update) on our website at https://www.law.ac.uk/policies/ from time to time including policies concerning: Accessibility, Cookies and Privacy, Data Protection (including the Data Protection Declaration), Data Retention, Disability Support, Diversity, Intermission, Modern Slavery, Safeguarding, Student Behaviour (including the Student Code of Behaviour), Student Charter, Student Discipline (including the Student Discipline Regulations), Terms and Conditions of Website Use, Student Visa, Right to Study and Website Disclaimer;
- 2.1.2. all rules and regulations relating to your Course contained in the student handbook including (without limitation) attendance and disciplinary rules, IT, exam rules, assessment regulations and appeals;
- 2.1.3. all eligibility requirements of the relevant regulatory or validating body for your Course as detailed in your offer documentation, including (in each case without limitation and where applicable), obtaining membership, and compliance with any "character and suitability" criteria;
- 2.1.4. the University's own academic, English language and other eligibility requirements for your Course which you are required to meet prior to your enrolment; and

- 2.1.5. any disability support agreements applicable to your Course.
- 3. Course fees
- 3.1. **Course fees include:** tuition, interactive learning resources, and first attempt examination or assessment fees sat at any University of Law managed campus across England but, for the avoidance of doubt may exclude those campuses managed by other universities at which your Course may be offered.
- 3.2. **Course fees exclude:** reassessments and any administration fee for arranging examinations or assessments which you sit overseas, each of which will be charged for separately.
- 3.3. Our administration fee is payable for any first attempt examinations or assessments and reassessments sat overseas. However, please note that external institutions may also charge further fees for hosting any University assessments or reassessments and this is not covered by our administration fee. We review our administration fee on an annual basis, taking into account UK inflation rates and other costs. The current administration fee is published on the University's website.
- 3.4. Current fees for your Course are detailed in your offer and can be seen in your Fee Schedule. We review our fees on an annual basis, taking into account UK inflation rates and other costs.
- 3.5. Your Fee Schedule and the University's undergraduate and postgraduate instalment options schedules (each an "Instalment Options Schedule") will be periodically updated once the fees for the forthcoming academic year are finalised and made available on the University's website.
- 3.6. If you are exempted from any part of your Course, your Course fees will be detailed in separate documentation and correspondence along with details of payment and cancellation, all of which form part of these Terms.
- 3.7. If, for any reason, a deposit is required for your Course (as defined in your Fee Schedule, the "Deposit"), this will be clearly indicated on your Fee Schedule and also confirmed to you in your offer letter.
- 3.8. If you are assessed as an Overseas fee payer in accordance with paragraph 9.1 you may be required to make a pre-payment of £6,000 to accept your place on your Course (defined in your Fee Schedule as the "International Acceptance Payment"). This will be referred to in your Fee Schedule and also confirmed to you in your offer letter.
- 3.9 The International Acceptance Payment is a pre-payment towards your Course fees. Please note that the process for refunds of the International Acceptance Payment is the same as for refunds for Course fees and will be made in accordance with the University Refund and Compensation policy available here.
- 3.10. Tuition fees are likely to increase for every new academic year and for new intakes of each Course. Although our undergraduate fee increases will not exceed the Government's fee cap, you should be aware that you may be charged different fees for subsequent years of your Course.
- 3.11. Where applicable, students will pay differential fees depending on their residency status within the UK. If your Course has separate Course fees for Home Students and International students, when you are offered a place, the University will confirm the residency status that has been applied to you. That in turn with the relevant Fee Schedule will determine the fees that you will be charged to undertake your Course. Details of how that status will be determined can be found in paragraph 9 of these Terms, Definition of a Home Student for fee status decisions.

- 3.12. Course fees must be paid in accordance with the Fee Schedule or as detailed separately above.
- 3.13. Late payment may lead to cancellation of your Course place by the University.
- 3.14. If you have financial sponsorship and, for any reason, you are required to pay a Deposit, you should pay such Deposit yourself and then claim the amount from your sponsor.
- 3.15. Please note that even if someone other than you makes any payment, or agrees to make any payment on your behalf, you remain liable for full payment until the University has received cleared funds. Any rights the University may have against the payer are not affected.
- 3.16. If you have been awarded a University of Law scholarship, bursary, award or promotional discount (each an "Award"), you will receive your Award according to the specific terms and conditions applicable to that Award.
- 3.17. In the event that you need to take a reassessment for any part of your Course you must pay the prescribed fee on registration for the reassessment.
- 3.18. If you do not pay your Course fees or reassessment fees in accordance with these Terms, the University reserves the right to withdraw any offer, cancel your accepted place on your Course, exclude you from any relevant assessment or reassessment, leave your assessment or reassessment unmarked, or withhold assessment or reassessment results and materials for your Course.
- 4. Your statutory right to cancel

Your statutory right to cancel your place after accepting an offer.

- 4.1. Your contract with the University begins when you accept an offer to study with us as we have detailed in paragraph 1.1.
- 4.2. You have a statutory right to cancel this contract with the University within **14 calendar days** of the date you accept your offer to study with the University. This is known as a **'Cooling Off Period'**.
- 4.3. You do not need to give us any reasons for cancelling your contract.
- 4.4. This statutory right is available to you under the UK's Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- 4.5. Please note that you may have other rights to withdraw from your Course or your contract with the University outside of the Cooling Off Period. These rights and details on how you can exercise them are set out in paragraph 5 of these Terms.

Refunds during the Cooling Off Period

If your course has not yet started:

- 4.6. If you tell us you want to cancel within the Cooling Off Period and your Course has not yet started, we will refund to you in full any Deposit and any part of the Relevant Course Fee that you have already paid.
- 4.7. For the purpose of these Terms, the "*Relevant Course Fees*" means the 'Annual Tuition Fee' or the 'Course Tuition Fee' or whichever term is used and defined in the Fee Schedule for your Course.
- 4.8. You will not be responsible for paying any further sums to us.

If your course has already started:

- 4.9. If you tell us you want to cancel within the Cooling Off Period and your Course has already started, we will refund to you any Deposit you have paid and any part of the Relevant Course Fee that you have already paid. However, we will be entitled to deduct from that refund the cost of any materials already provided to you and if you have attended any part of your Course, a proportionate amount of your Relevant Course Fee to reflect your attendance on that Course up until the time that you tell us that you wish to cancel.
- 4.10. Except as we have explained above, you will not be responsible for paying any further sums to us.

How we will refund you if you cancel within the Cooling Off Period

4.11. Where we need to refund any payments you have already made to us, we will do that using the same means of payment as you used to pay us.

How to exercise your right to cancel within the Cooling Off Period

- 4.12. To exercise your right to cancel your place within the Cooling Off Period you need to make a clear statement to us that you wish to cancel. You can let us know that you wish to cancel during the Cooling Off Period by:
- 4.12.1. cancelling through your Applicant Portal which can be accessed here. This is the quickest and easiest way to cancel; or
- 4.12.2. sending a clear statement by email to admissions@law.ac.uk.
- 4.13. If you need help making your statement clear, you may also fill out the University's model cancellation form here but it is not obligatory to do so. If you wish to use this form, you may return it to us by email at admissions@law.ac.uk.
- 4.14. The date on which we receive your request to cancel your contract with us will be date of cancellation of your contract.
- 5. Cancellation, liability and refunds
- 5.1. Cancellation of this contract occurs when you cancel your Course place, or if the University cancels this contract for one of the reasons listed in paragraph 5.13 below ("Cancellation"). This paragraph 5 covers the refunds that are available to you on cancellation of your Course in the circumstances specified below.

The following paragraphs 5.2 to 5.12 set out the terms that apply where you wish to cancel your contract with us.

Refunds where you wish to cancel

- 5.2. The extent of your fee liability will vary depending on the Cancellation date. Please see your Fee Schedule for full details of your fee liability on Cancellation. The relevant fee liability dates for your Course are set out in your Fee Schedule.
- 5.3. If you cancel your place on any date that is before the end of the Cooling Off Period, paragraph 4 sets out your rights to a refund.
- 5.4. If you cancel your place on any date that is on or prior to the date in your Fee Schedule, before which if you cancel you will not be liable to pay your Relevant Course Fees (the "No Annual Fee Liability" date) for your Course, but after the Cooling Off Period has ended, any Deposit you have paid

(should you have been required to pay one for any reason) will be non-refundable but you will not be liable to pay your Relevant Course Fees . In addition, before the No Annual Fee Liability date for your Course, but after the Cooling Off Period has ended, any International Acceptance Payment or prepayment you have paid in accordance with paragraph 10.2 (should you have been required to pay one for any reason) will be refundable to you. However the University will be entitled to deduct from that refund the sum of £250 for the University's administrative costs.

- 5.5. If you cancel your place, on any date that is on or after the date at which you will become liable for one third of your Relevant Course Fee (the "First Fee Liability" date) but before the date at which you will become liable for two thirds of your Relevant Course Fee (the "Second Fee Liability" date) for your Course, you will be liable to pay (on the date set out in your Fee Schedule) one third of your Relevant Course Fees, your full Deposit (if you are required to pay a Deposit for your Course and this has not already been paid) and your full Solicitors Regulation Authority ("SRA") and Bar Standards Board ("BSB") fees (if you are required to pay such a fee for your Course and this has not already been paid).
- 5.6. If you cancel your place, on any date that is on or after the Second Fee Liability date but before the date at which you become fully liable for your Relevant Course Fees (the "Full Annual Fee Liability" date) you will be liable to pay (on the date set out in your Fee Schedule) two thirds of your Relevant Course Fees, your full Deposit (if you are required to pay a Deposit for your Course and this has not already been paid) and your full SRA/BSB fee (if you are required to pay such a fee for your Course and this has not already been paid).
- 5.7. If you cancel your place, on any date that is on or after the Full Annual Fee Liability date, you will be liable to pay (on the date set out in your Fee Schedule) the entire balance of your Relevant Course Fees, your Deposit (if you are required to pay a Deposit for your Course and this has not already been paid) and any SRA/BSB fee (if you are required to pay such a fee for your Course and this has not already been paid).

How to cancel outside of the Cooling Off Period

5.8. If you wish to cancel your contract with us outside of the Cooling Off Period you should do so electronically using the following methods:

5.8.1. up to the end of Course Week 2 either through:

- 5.8.1.1. your Applicant Portal which can be accessed <u>here</u>. This is the quickest and easiest way to let us know that you wish to cancel; or
- 5.8.1.2. if for any reason you are unable to cancel through your Applicant Portal, by email to admissions@law.ac.uk.
- 5.8.2. **from the start of Course Week 3** by email to <u>studentjourney@law.ac.uk</u> and stating which University campus you are studying at.
- 5.9. You cannot cancel by post, telephone or otherwise.
- 5.10. If you tell us you wish to cancel through the Applicant Portal or by email, we will communicate to you an acknowledgement of receipt of such a cancellation by email without delay. We recommend you keep a copy of your acknowledgement.

- 5.11. Please be aware that the Admissions team acknowledges receipt of all e-mails within 24 hours of receipt. If you send an e-mail and do not receive an acknowledgement within this timeframe, please either re-send your e-mail or contact us on 0800 289 997 (UK) or +44 (0)1483 216 000 (International).
- 5.12. The date that your Cancellation takes effect, will be the date on which we receive your notice that you wish to cancel through your Applicant Portal or by email.

Cancellation by the University

- 5.13. The University reserves the right to refuse or withdraw an offer or cancel your accepted place on your Course for any of the following reasons:
- 5.13.1. if you have not paid your Deposit (should you have been required to pay one for any reason) or any other sums you owe to us by the dates set out in your Fee Schedule and the Instalment Options Schedule (where applicable).
- 5.13.2 If you require a Student Route Visa (defined in paragraph 10.1) to study on your Course, and you have not met the relevant deadlines, set by the University, which are associated with the Student Route Visa sponsorship process.

The University sets deadlines based on UK Visas and Immigration ("**UKVI**") processing times. The deadlines will be communicated to you by the University via email and/or on our website at www.law.ac.uk/students/international/uk-visa-requirements/receiving-a-cas.

- 5.13.3. if you have any outstanding debt owed to the University in respect of any other University courses.
- 5.13.4. if you are paying by direct debit and the direct debit payment is cancelled or fails.
- 5.13.5 if you have not met the eligibility criteria for your Course and/or if you have failed to comply with the conditions attached to your Course offer.
- 5.13.6. if you fail to supply any requested documentation prior to registration which is required to confirm your eligibility to study in the UK (see paragraph 10 International Students).
- 5.13.7. if you fail to supply upon registration:
- 5.13.7.1. a valid passport or other acceptable form of ID; and/or
- 5.13.7.2. (where applicable) any documentation which is required by the Home Office (see paragraph 10 International Students).
- 5.13.8. if you fail to take up your place at the start of your Course.
- 5.13.9. if you fail to attend in accordance with University requirements.
- 5.13.10. if you are found to have committed gross misconduct or found guilty of a serious criminal offence.
- 5.13.11. if you have, in our reasonable opinion, provided us with information which is inaccurate, incomplete and/or misleading.
- 5.13.12. if in our reasonable opinion we have any reason to believe that you could put our 'Student Sponsor' status with the Home Office at risk.

- 5.13.13. if we are not, for whatever reason, able to sponsor you for a Student Route Visa. This may be for reasons including, but not limited to, conditions determined by UKVI from time to time.
- 5.13.14. if there are not enough students confirmed on your Course.
- 5.13.15. if the running or continuation of your Course becomes unviable or practically impossible for the University.
- 5.14. If the University is unable to run your Course or cancels your place for the reasons listed in subparagraphs 5.13.14 or 5.13.15 above, it will refund in full all the Course fees of your cancelled Course that you have already paid including your Deposit (should you have been required to pay one for any reason). The University cannot be held responsible for any remedy, damages or compensation beyond this.
- 6. Deferral
- 6.1. A request to defer is an application to cancel your reserved Course place and reserve a new place on a later course on these same Terms, returning at the start of the course ("**Deferral**").
- 6.2. Deferral may not be available on all Courses and there is no automatic right to defer.
- 6.3. You may only submit a request to defer up until the end of Course Week 2. Any requests to defer received after the end of Course Week 2 will not be accepted by the University.
- 6.4. You should make any request for a Deferral electronically using the following methods:
- 6.4.1. through your Applicant Portal which can be accessed <u>here</u>. This is the quickest and easiest way to let us know that you wish to defer; or
- 6.4.2. if for any reason you are unable to request a Deferral through your Applicant Portal, by email to admissions@law.ac.uk.
- 6.5. You cannot request a Deferral by post, telephone or otherwise.
- 6.6. If you request to defer, we will acknowledge your request by email without delay. We recommend you keep a copy of your acknowledgement.
- 6.7. Please be aware that the Admissions team acknowledges receipt of all e-mails within 24 hours of receipt. If you send an e- mail and do not receive an acknowledgement within this timeframe, please either re-send your e-mail or contact us on 0800 289 997 (UK) or +44 (0)1483 216 000 (International).
- 6.8. Deferral will generally be permitted by the University (entirely at its discretion) once only.
- 6.9. Payments of your Deposit (should you have been required to pay one for any reason) and your Course fees must be up to date at the time of your request.
- 6.10. Upon Deferral your Deposit (should you have been required to pay one for any reason) will be retained and carried over.
- 6.11. Where you request to defer after the No Annual Fee Liability date for your Course but on or before the First Fee Liability date for your Course (as each is set out in your Fee Schedule) you must pay one third of your Relevant Course Fees and your Deposit (if this is not already paid and you have been required to pay one for any reason).
- 6.12. Course fees on the later Course may increase in accordance with paragraph 3.4.

6.13. The University will confirm via e-mail whether or not your request to defer has been approved and your fee liability.

7. Intermission

- 7.1. A request to intermit is an application to cancel your reserved Course place and reserve a new place on a later Course on these same Terms, returning at an appropriate point in the later Course as notified to you by the University ("Intermission").
- 7.2. Intermission may not be available on all Courses and there is no automatic right to intermit.
- 7.3. You may only request to intermit your reserved place after the end of Course Week 2.
- 7.4. Intermission will generally be permitted by the University (entirely at its discretion) once only and for a maximum of one year only, in accordance with the Intermission policy.
- 7.5. Any Intermission request must be made via e-mail studentjourney@law.ac.uk and stating which University campus you are studying at.
- 7.6. Payments of your Course fee instalments must be up to date at the time of your request (including payment of your Deposit should you have been required to pay one for any reason). Any Course fees paid at the date of your request are not refundable.
- 7.7. Course fees on the later Course may increase in accordance with paragraph 3.4.
- 7.8. The University will confirm via e-mail whether or not your Intermission has been approved and your fee liability.
- 8. Transfer
- 8.1. A request to transfer is an application to transfer to another Course, mode of study and/or University Campus on these same terms ("Transfer").
- 8.2. Transfer is not available on all Courses and there is no automatic right to Transfer.
- 8.3. Please note that if you are an International student studying on a Student Route Visa (see further paragraph 10) with the University you will not be entitled to transfer:
- 8.3.1. from an on-campus to an online mode of study as this is not permissible under UK Home Office Student Route Visa requirements; and
- 8.3.2. to an alternative University campus if the conditions of your Student Route Visa do not permit such a transfer.
- 8.4. You may request to Transfer before or after the commencement of your Course.
- 8.5. If you wish to request a Transfer you should do so electronically using the following methods:
- 8.5.1. **up to the end of Course Week 2** either through:
- 8.5.1.1 your Applicant Portal which can be accessed <u>here</u>. This is the quickest and easiest way to let us know that you wish to Transfer; or
- 8.5.1.2 if for any reason you are unable to request a Transfer through your Applicant Portal by email to admissions@law.ac.uk.

- 8.5.2. **from the start of Course Week 3** by email to studentjourney@law.ac.uk and stating which University campus you are studying at.
- 8.6. You cannot request a Transfer by post, telephone or otherwise.
- 8.7. If you request to Transfer, we will acknowledge your request by email without delay. We recommend you keep a copy of your acknowledgement.
- 8.8. Please be aware that the Admissions team acknowledges receipt of all e-mails within 24 hours of receipt. If you send an e- mail and do not receive an acknowledgement within this timeframe, please either re-send your e-mail or contact us on 0800 289 997 (UK) or +44 (0)1483 216 000 (International).
- 8.9. Payments of your Course fee instalments must be up to date in accordance with your Fee Schedule at the time of your request to Transfer. If you have been required to pay a Deposit for any reason, this will be retained and carried over. Any fees due at the date of your request are not refundable.
- 8.10. Please be aware that Course fees on the other Courses, for different modes of study and/or at different University Campuses may vary. We will tell you how your Course fee will change as a result of the Transfer. Where relevant:
- 8.10.1. you will be expected to pay any increase in your Course fee as a direct result of your Transfer from the date your Transfer takes effect; or
- 8.10.2. where your Course fees are less as a result of your Transfer, your Course fees will be adjusted down to reflect the lower Course fee from the date your Transfer takes effect.
- 8.11. All Transfer requests will be considered by the University on a case by case basis. The University will confirm via e-mail whether or not your request to Transfer has been approved and your fee liability.
- 9. Definition of a Home Student for fee status decisions
- 9.1. There are two categories of fee status, 'Home' and 'Overseas'. Your Course may have separate Course fees for Home and International students. On receipt of your application the University will carry out an assessment of your fee status and will determine your applicable tuition fees. This decision is based on guidelines provided by the Department of Education: Education (Fees and Awards) Regulations 1997. These regulations enable individual institutions i.e., the University, to classify the fee status of students. The onus is on individual students to satisfy the institution that they meet the criteria to be classified as Home status for the purpose of fees.
- 9.2. Assessments are based on the information and facts that you provide at the time of your initial application.
- 9.3. Please click <u>here</u> for more information on the specific regulations relating to the assessment of Home and International students and how students can appeal these decisions.
- 10. International students

Student Route Visa Sponsorship

- 10.1. If you are not a citizen of the UK and you do not hold immigration permission that allows you to study in the UK, it is your responsibility to obtain from the UK Home Office an appropriate student visa known as a student route visa ("Student Route Visa"), which:
- 10.1.1. authorises you to remain in the UK in order to study your Course;

- 10.1.2. extends for the duration of the Course; and
- 10.1.3. has been issued on the basis of the Confirmation of Acceptance for Study ("CAS") related to the University's offer of a place on the Course.
- 10.2. If you need to be sponsored under the Student Route Visa of the Home Office points-based system, the University will issue you with a CAS before you can apply for your visa. In the event that you have not been asked to pay the International Acceptance Payment to accept your place on your Course, before the University can assess your eligibility for Student Route Visa sponsorship, you must make a pre-payment of £6,000 towards your Course fees. The University will inform you as to when this pre-payment must be made. In accordance with paragraph 5.13.2 the University may implement deadlines to manage the Student Route Visa sponsorship process. In the event that you make this pre-payment, but do not meet these deadlines, any refund due to you of the pre-payment will be made in accordance with the University Refund and Compensation policy available here.
- All applicable deadlines will be communicated to you in advance and/or available at https://www.law.ac.uk/students/international/uk-visa-requirements/receiving-a-cas/. Failure to meet those deadlines may result in your application being cancelled by the University in accordance with paragraph 5.13.
- 10.3. Please note that if your Course is an online course and you are an International student you will not be eligible for Student Route Visa sponsorship for your Course. However, you may require another type of visa to attend study weekends or assessments. In these circumstances, the University will provide you with a supporting letter to apply for a visitor visa.
- 10.4. If you are unsure whether your Course is eligible for Student Route Visa sponsorship or if you require a Visitor Visa, please contact Student Immigration Compliance & Advice at visacompliance@law.ac.uk for further guidance.
- 10.5. If you are an International student who has to obtain a Student Route Visa, the University will:
- 10.5.1. issue you with a CAS as long as we have received the following confirmation from you:
- 10.5.1.1. that you have met all of the academic requirements;
- 10.5.1.2. if separately required, that you have met the English language conditions prescribed for your entry to the Course or by the Home Office; and
- 10.5.1.3. that you have met all the requirements for visa sponsorship as outlined in our Student Visa Policy available here.
- 10.5.2 communicate all deadlines associated with your Student Route Visa sponsorship by email and/or on the University website at www.law.ac.uk/students/international/uk-visa-requirements/receiving-a-cas/.
- 10.5.3. provide in a timely, comprehensive and comprehensible manner such guidance as you may require in order for you to apply for the Student Route Visa.
- 10.5.4. respond fully and speedily to any request for information or documentation which we are asked to supply in connection with an application for the Student Route Visa.
- 10.6. If you are an International student who has to obtain a Student Route Visa, you will:

- 10.6.1. supply us with all the documents requested, either original or certified copies (as stipulated by us);
- 10.6.2. ensure that your application for the Student Route Visa is accurate, submitted in a timely manner and supported by any documentation required by the Home Office;
- 10.6.3 comply with all University deadlines and any deadlines set by UKVI that the University will communicate with you in accordance with paragraph 10.5.2;
- 10.6.4. provide us with all of the information, which we reasonably require during the Student Route Visa's term which may relate, amongst other things, to:
- 10.6.4.1. your UK address and telephone numbers; and
- 10.6.4.2. your attendance at and absences from the classes or assessments prescribed for the Course;
- 10.6.5. comply with all conditions attached to the Student Route Visa including academic engagement requirements; and
- 10.6.6. notify the University immediately and via <u>visacompliance@law.ac.uk</u> of any change in your circumstances which could affect your ability to comply with the conditions attached to the Student Route Visa, including academic engagement requirements.

All Non-UK nationals

- 10.7. The following applies to all students who are not nationals of the UK:
- 10.7.1. if, on initial registration, you are unable to produce all proof of eligibility to study on the programme and any other documents specified by the University, the University will be entitled to:
- 10.7.2. refuse to register you onto the Course;
- 10.7.3. withdraw our offer of a place on the Course;
- 10.7.4. report to the Home Office that we have done so; and/or
- 10.7.5. retain, or recover from you, any Deposit (should you have been required to pay one for any reason), Course fees or other sums in accordance with your Fee Schedule.
- 10.8. If you are an international student sponsored by the University and your Student Route Visa application is refused:
- 10.8.1. you will inform Student Immigration Compliance & Advice within two weeks upon receiving the Student Route Visa application outcome, submitting the visa refusal document issued by UKVI; and
- 10.8.2. unless any of the exceptional circumstances outlined below apply, the University will issue a refund of all the monies paid, minus any Deposit (should you have been required to pay one for any reason).
- 10.8.3 Any request for a refund will be considered only after you have provided your Student Route Visa application outcome to the University as provided for in paragraph 10.8.1.
- 10.9. If any of the following exceptional circumstances apply, then the University may retain, or recover, any Deposit, Course fees or any other sums due in accordance with your Fee Schedule:
- 10.9.1. you did not make a timely Student Route Visa application;

- 10.9.2. you did not inform the University of the reason of non-arrival within one week of your Course start date (being the date shown on the CAS statement);
- 10.9.3. the refusal document issued by UKVI indicates that you presented fraudulent information and/or documents, and/or were found by the Home Office not to be a genuine student;
- 10.9.4. you presented fraudulent information to Student Immigration Compliance & Advice as part of your application; and/or
- 10.9.5. you did not prepare for the Student Route Visa interview, could not answer relevant questions about your Course and/or the University and/or did not provide the correct documents with your Student Route Visa application as outlined in Appendix ST: Student of the Immigration Rules.

11. English language requirements

- 11.1. If you have met our English language requirements but your contact with the University prior to or during your Course leads us to reasonably believe that your English language ability would be likely to seriously jeopardise your success on your Course, we may ask you to demonstrate your English language ability by undertaking an English language test recognised by the University as set out in our English Language Policy (available at https://www.law.ac.uk/policies/) at the University's expense. If you do not meet the minimum English language requirements for your Course as specified on our website, the University will be entitled to withdraw you from your Course. In such circumstances, the University will have no liability to you but will refund to you any Course fees you have already paid minus an administrative sum of £250.
- 11.2. If you have any concerns about this you must contact study@law.ac.uk as soon as possible.

12. General

- 12.1. The University will do all it reasonably can to deliver your Course in accordance with the Course description given on the University's website as at the Course start date. However, the University may need to make variations to your Course which it considers to be necessary including:
- 12.1.1. to reflect changes to the theory in an area of research or practices around the subject or its delivery;
- 12.1.2. as a result of a commissioning or accrediting body requiring certain content to be added to or changed within your Course; and
- 12.1.3. if your educational experience would be or would be likely to be impaired if changes were not made to your Course.
- 12.2. Changes made by the University may include changes to the content and structure of your Course as well as the location, dates, times and method of its delivery. Nevertheless, prior to making any change to your Course which the University reasonably believes would result in you receiving a substantially different Course or service from us to what you agreed to when accepting your place on a Course (a "substantial change"), the University will notify you in writing.
- 12.3. If any change we propose would amount to a substantial change, you will be given the opportunity to:
- 12.3.1. transfer to a different Course (save for those Courses where Transfer is not permitted under paragraph 8 of these Terms); or

- 12.3.2. cancel your place on your Course without incurring any penalties. If you wish to do this, you must give the University written notice within 14 days of being notified by the University of a substantial change to your Course. Where you have told us you wish to cancel your place on your Course, the University will refund to you in full any instalments of your Course fees already paid, including any Deposit (should you have been required to pay one for any reason). The University will not provide you with any other compensation.
- 12.4. These Terms are governed by English law and where necessary you can bring legal proceedings against us in the English courts. If you live in Scotland or Northern Ireland, you may also bring proceedings in the Scottish Courts or Northern Irish Courts (as appropriate).
- 12.5. The University may transfer its rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. If you are unhappy with the transfer you may contact us to end the contract within **two weeks** of us telling you about it and we will refund you any payments you have made in advance for services not provided.
- 12.6. Even if the University delays in enforcing these Terms, the University can still enforce them later. If the University does not insist immediately that you do anything you are required to do under these Terms, or if the University delays in taking steps against you if you break these Terms, it will not mean that you do not have to do those things or prevent the University from taking steps against you at a later date.
- 12.7. Nobody else has any rights under this contract. This contract is between you and the University. No other person shall have any rights to enforce any of its terms.
- 12.8. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 12.9. Your contract with the University is made up of these Terms, your Fee Schedule, the Instalment Options Schedule (where applicable) and any other documents which we have expressly told you about either in these Terms or in the Fee Schedule.
- 12.10. Reference in these terms and conditions (or in our policies at paragraph 2.1.1) to any:
- 12.10.1. statute, regulation or other legislation, including subordinate legislation;
- 12.10.2. government agencies, departments or regulatory bodies, such as UKVI and the Home Office;
- 12.10.3. requirements imposed by Government agencies or departments or regulatory bodies

shall include any replacement, amendment, re-enactment or extension of such legislation, department, agency or requirement as made from time to time.

If you accepted your place on your Course prior to 9 August 2023, the above Terms and Conditions will not apply to you. If you have not previously been sent your applicable terms and conditions you can obtain a copy by e-mailing admissions@law.ac.uk.