Terms and Conditions for The University of Law Newcastle Postgraduate Award

Effective from 14 March 2021

Please note that these terms and conditions (these “Terms”) apply to postgraduate courses (excluding SQE1 Preparation courses, SQE2 Preparation courses, SQE1 Exam Preparation courses and SQE2 Exam Preparation courses) designed and delivered by The University of Law Limited (No.07933838) (“the University”) commencing in 2021 at the University’s Newcastle campus (each referred to in these Terms as a “Course” and together, the “Courses”).

The Newcastle Award

1. For the purposes of these Terms:

   (a) the "Newcastle Award" means The University of Law Newcastle Postgraduate Award;

   (b) “Fee” means the total published tuition fee to be paid to the University for your Course and any fees, costs or expenses which are not tuition fees are expressly excluded. For the avoidance of doubt, the following items are outside the scope of the Fee (without limitation): costs relating to accommodation, living, food, subsistence, travel, stationery, computer or computer equipment, registration, enrolment; fees charged either by the provider, any of its partners and/or any other governing or regulatory body in connection with your studies; library charges; printing charges; and costs associated with retaking any assessment;

   (c) “Fee Reduction” means the amount (in GBP) by which your Fee will be reduced pursuant to the Newcastle Award;

   (d) “Fee Schedule” means the schedule of charges setting out the applicable Fee for your specific Course which forms part of Main Terms and which is available on the University’s website and which is sent to you upon confirmation of your acceptance of a Course place with the University;

   (e) “Fee Liability” means the amount that you are obliged to pay for your Course (if any) once your acceptance of your Course place has been confirmed by the University;

   (f) “General Alumni Discount” means the £500 discount for eligible Alumni students who have previously successfully completed (or are due to complete) a course with the University. More information on this discount can be found at https://www.law.ac.uk/about/alumni/loyalty-scheme/.

   (g) “Main Terms” means the terms and conditions for your Course which are available on the University’s website and which are sent to you upon confirmation of your acceptance of a Course place with the University;

   (h) “Student ” means an individual who has been offered, accepted and been sent confirmation of their acceptance of a Course place with the University; and

Eligibility

2. To be considered eligible for the Newcastle Award you must meet the following criteria (the “Eligibility Criteria”):

   (a) You meet the University’s admissions criteria for your chosen Course as set out on its website from time to time.

   (b) You have been offered, accepted and been sent confirmation of your acceptance of a Course place with the University.
(c) Your Course starts in September 2021 or October 2021.
(d) Subject to paragraph 12 of these Terms, you have not accepted any other discount, bursary or scholarship (each an “Award”) to begin and/or complete your Course with the exception of the General Alumni Discount which is permitted alongside the Newcastle Award.
(e) You have not accepted a place to study a similar or comparable course to your Course with another course provider.

3. If you meet the Eligibility Criteria, you will still not be eligible for or cease to be eligible for the Newcastle Award if any of the following apply:
   (a) You cancel your place on your Course (see paragraph 10 below).
   (b) You are withdrawn from your Course (see paragraph 10 below).
   (c) You transfer your place on your Course (see paragraph 10 below).
   (d) You defer your place on your Course (see paragraph 10 below).
   (e) You intermit your place on your Course (see paragraph 10 below).
   (f) You are a sponsored student (or become sponsored prior to the first day of your Course).
   (g) You have secured or subsequently obtain, full financial sponsorship for your Course from your employer or other sponsoring organisation.
   (h) You are or become an employee or a family member of an employee or an agent of the University or any of its associated, affiliated or subsidiary companies.
   (i) Any part of your application for your Course place or any information subsequently provided to the University in connection with the Newcastle Award (including, without limitation, any financial information) is misrepresentative or fraudulent.
   (j) You commence the SQE1 Preparation course, SQE1 Exam Preparation course, the SQE2 Preparation course or the SQE2 Exam Preparation course with the University.

4. If you become ineligible under paragraph 3 of these Terms at any time during your Course, you will become immediately liable for the full Fee Liability for your Course, as set out in the Main Terms.

**Maximum Fee Reduction**

5. Any Fee Reduction awarded to you pursuant to these Terms will be limited to a maximum amount of £500 per student. The University reserves the right to increase or decrease this amount at any time.

**Application of the Newcastle Award**

6. The Newcastle Award will be allocated automatically you once you are in receipt of an offer from the University and will then be applied once you have accepted that offer to study at the University.

7. Any deposit payable for your Course will not be subject to the Newcastle Award and the Fee Reduction shall only apply to your Course Fee.

8. Subject to paragraph 14 below, your Fee Reduction will be credited directly to your University account once you have been offered, accepted and been sent confirmation of your acceptance of a Course place with the University. The Fee Reduction will then be applied in equal instalments to reduce each of your fee payments by the same amount.

9. Once you have accepted the University's offer you will be issued with a new Fee Schedule to illustrate your new Fee Liability for both instalment and lump sum payment options.

**Deferral, Transfer and Intermission**

10. The Newcastle Award is not transferrable. Therefore, if you defer, intermit or transfer from your Course to another course, your Fee Reduction cannot be transferred. In these circumstances, any Fee Reduction awarded under the Newcastle Award will be allocated proportionally across your total Fee Liability. You will retain any proportional allocation for Fee liability which has passed, but will lose any amount allocated to future Fee Liability. This amount will be confirmed by the University’s Student Finance team by way of email. Your Fee Liability can be found within the Fee Schedule for your Course.

11. In the event that you are awarded the Newcastle Award and then cancel your place on your Course after the No Fee Liability deadline set out in the Fee Schedule for your Course, you will forfeit your Fee Reduction and be personally liable for the Full Fee Liability in accordance with the Main Terms.
12. If you have accepted a Fee Reduction pursuant to the Newcastle Award and are subsequently offered or awarded another Award other than the General Alumni Discount, you will be asked to choose which Award you would prefer to receive. Successful applicants will only be eligible for one Award (with the exception of the General Alumni Discount which is permitted alongside the Newcastle Award).

13. Subject to paragraph 12, the Newcastle Award is not to be combined with any other offer of reimbursement, rebate or credit offered by the University for any Course or any other courses offered by it.

14. The Newcastle Award is awarded at the sole discretion of the University and the University's decision shall be final.

15. The University reserves the right to withdraw the Newcastle Award at any time.

16. You may not transfer any of your rights under these Terms to any other person (including a company or business).

17. If there is a delay in the University carrying out its obligations to you under these Terms caused by circumstances beyond the reasonable control of the University, then the University shall not be liable to you (or any other person) for the consequences of that delay.

18. If there is a conflict between these Terms and the Main Terms or any other terms issued by the University relevant to the Newcastle Award, then these Terms shall prevail. For the avoidance of doubt, if your Newcastle Award is revoked, your Fee Liability will be the full Fee Liability for your chosen Course as set out in the Main Terms and the Fee Schedule for your chosen Course.

19. These Terms are governed by English law and both the University and you irrevocably submit to the exclusive jurisdiction of the English courts for any claim arising under or in connection with these Terms and any non-contractual obligation arising out of or in connection with them.