LPC Employment Promise Terms and Conditions

Only applies to students who commence an LPC (as defined below) on any date within the period January 2018 – September 2019 with The University of Law Limited (“ULaw”).

Subject to conditions

LPC Employment Promise
If you enrol on and complete an LPC course at ULaw and do not obtain “Qualifying Employment” (as defined below) within nine (9) months of successfully completing your LPC then ULaw will:

1. refund half the fees you paid to ULaw for your LPC and
2. give you credit, equal to half the fees you paid to ULaw for your LPC, towards another course run by ULaw, including any courses run in conjunction with partner organisations (subject to availability).

This promise is subject to further conditions which are set out below.

ULaw can withdraw the LPC Employment Promise at any time from any students who have not already enrolled subject to the LPC Employment Promise.

LPC Employment Promise Terms and Conditions

Glossary

Additional Costs Any fees, costs or expenses which are not tuition fees and which for the avoidance of doubt and without limitation, include:

- costs relating to accommodation, living, food, subsistence, travel, stationery, computer or computer equipment;
- any registration, enrolment or other fees charged either by ULaw, 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.

Completion Date The date on which you are notified by ULaw that you have successfully completed your LPC. This will be earlier than the date on which ULaw issues your formal award.

LPC A full-time or part-time Legal Practice Course or the LLM, MSc or iLLM (supported online learning) Legal Practice Course, in each case offered by ULaw.

LPC Tuition Fees The total sum you paid to ULaw by way of tuition fees for your LPC. For the avoidance of doubt, this will not include any Additional Costs.

Main Terms ULaw Postgraduate Terms and Conditions applicable to your enrolment on the LPC.
New Course
Any course at ULaw (including De Broc courses and those courses delivered in partnership with other institutions) subject to availability. New Courses shall have the corresponding meaning.

New Course Tuition Fees
The amounts you are required to pay ULaw by way of tuition fees for your New Course or New Courses and for the avoidance of doubt do not include any Additional Costs.

Qualifying employment
Full-time or part-time employment in the UK or elsewhere, either:

- in legal fields, being a period of recognised training as a trainee solicitor, lawyer, paralegal, legal secretary or other legal professional; or
- an occupation which appears in major groups 1 to 4 of the Standard Occupational Classification 2010 Index (‘SOCO2010’) as set out by the Higher Education Statistics Agency.

ULaw
The University of Law Limited.

Who is eligible?

1. To be eligible for the benefits of the LPC Employment Promise:
   - You must start an LPC on any date within the period January 2018 – September 2019.
   - You must not intermit or defer at any point during the LPC.
   - You must have an attendance record of at least 80% of the course requirements for full-time and part-time courses or an online submission record of at least 80% of the course requirements for i-mode courses.
   - You must pass all your LPC assessments at your first attempt in the time set by ULaw for students to complete those assessments.
   - You must comply with the Main Terms as well as these terms relating to the LPC Employment Promise.
   - You must consistently use your best endeavours to obtain Qualifying Employment throughout the nine (9) months after your Completion Date.
   - You must consistently engage with ULaw’s Careers Services department to seek Qualifying Employment throughout the nine (9) months after your Completion Date.
   - You must not, within nine (9) months of your Completion Date, obtain Qualifying Employment. If you obtain Qualifying Employment during this nine (9) month period but do not commence this employment or commence this employment and subsequently leave it for any reason, then ULaw will still consider you to have obtained Qualifying Employment within nine (9) months of your Completion Date.

How do you claim?

If you believe that you have an eligible claim on the LPC Employment Promise then you should email employmentpromise@law.ac.uk within twelve (12) months of the date of your Completion Date. ULaw reserves the right to require you to complete a standard form which it may prepare for this purpose and provide to you in due course.
1. To be considered, your e-mail must include the following information:
   • your enrolment details including your name and the Centre you attended and when; ☐ your Completion Date; ☐ a concise description of:
      – the attempts you have taken to find Qualifying Employment;
      – the contact you have had with ULaw’s Careers Services department.

2. When you submit a complete and correct claim, ULaw will consider it and will aim to give its decision in writing no later than sixty (60) days from the date on which it receives a complete and correct claim. The decision may be delayed if you do not quickly respond to requests for further information.

3. In making its decision, ULaw may:
   • ask you for further information; and/or
   • take into account any information and matters which it may reasonably consider to be relevant.

4. ULaw’s decision will be final.

**What information ULaw may ask for**

1. In considering your claim, ULaw may ask you to provide evidence of your efforts to secure Qualifying Employment and to contact or speak to people that you have dealt with. In order that you are able to provide this material when asked, you are recommended to:
   • keep originals or copies of all letters that you send and receive;
   • retain all e-mails that you send and receive;
   • keep copies of all advertisements that you have responded to; and
   • keep details of any employment agencies that you have approached and the names of any employment consultants that you have dealt with.

2. ULaw may ask the ULaw Careers Service for information about your contact with them.

**What is covered by the LPC Employment Promise?**

1. If your claim under the LPC Employment Promise is successful, then ULaw will:
   a. refund to you one half (50%) of the LPC Tuition Fees; and
   b. will give you credit towards your New Course Tuition Fees to the value of one half (50%) of the LPC Tuition Fees.

2. The total amount refunded and credited will be limited to the value of the LPC Tuition Fees.

3. For the avoidance of doubt, when confirming your LPC Tuition Fees and in calculating any refund and credit, ULaw will take account of any discount, scholarship or bursary it gave you for the LPC.

**Payment of refund**
1. ULaw will normally issue the refund to you within thirty (30) days of notifying you that your claim under the LPC Employment Promise has been successful.

2. The money will be paid in Pounds Sterling (GBP) and normally be sent by BACS payment, and you must supply your bank details for this purpose.

**New Course or New Courses**

1. ULaw will give you credit towards any New Course or New Courses up to the value of half (50%) of LPC Tuition Fees. You will be liable to cover any difference between the amount credited and the New Course Tuition Fees.

2. The New Course or New Courses must be commenced within three (3) years of your Completion Date. This deadline may not be extended for any reason.

3. For the avoidance of doubt, the credit may not be set against anything other than the New Course Tuition Fees. It may not be exchanged for money, money’s worth or any alternative value, service or other supply.

4. The credit will be applied evenly across the fee liability deadlines applying to the New Course or New Courses.

5. ULaw provides no guarantee of a place on a New Course or New Courses and this part of the LPC Employment Promise is subject to availability of any chosen New Course.

6. You must meet the ‘Eligibility’ requirements for your chosen New Course or New Courses as displayed on ULaw’s website from time to time.

7. There is no limit to the amount of New Courses that can be undertaken. However, ULaw will only provide credit in total, to the value of half of the LPC Tuition Fees. Any unused credit remaining after three (3) years from the Completion Date, will be forfeited.

8. ULaw will not sponsor you for immigration purposes to study any New Course and it will not, for the purposes of any New Course, consider to be valid any visa you obtained in connection with your enrolment on your LPC.

**Ineligibility**

Without limitation to any other paragraphs within these LPC Employment Promise Terms and Conditions, you will not be eligible to claim or your claim will be rejected if:

- You obtain Qualifying Employment within nine (9) months of your Completion Date, even if your start date occurs after the nine (9) month period or you start and subsequently leave that employment for any reason;
- Your attendance on the LPC is less than 80% for full-time and part-time courses or your online submissions are less than 80% for i-mode courses;
- You defer or intermit your LPC;
• You do not comply with the Main Terms;
• You do not comply with these LPC Employment Promise Terms and Conditions;
• You do not pass each of your LPC assessments at your first attempt;
• You do not use your best endeavours, consistently throughout the nine (9) months after your Completion Date, to obtain Qualifying Employment;
• You have not consistently engaged with the ULaw Careers Service throughout the nine (9) months after your Completion Date, to seek Qualifying Employment;
• At any time, you become ineligible to undertake a training contract and/or you fall short of the minimum character and suitability requirements of the Solicitors Regulation Authority;
• You act in a misleading, dishonest or fraudulent manner including in respect of the information you disclose or withhold from us.

Additional matters

1. The LPC Employment Promise is not to be combined with any other offer of reimbursement, rebate or credit offered by ULaw for the LPC or any other courses offered by it.

2. If there is a conflict between these terms and the Main Terms or any other terms issued by ULaw relevant to the LPC Employment Promise, then these terms shall prevail.

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

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

5. ULaw’s maximum liability to you for any claim (whether contractual or non-contractual) under these conditions is limited to the maximum sum that would have been refunded and credited to you assuming you had made a successful claim.

6. These terms are governed by English law and both ULaw 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.

Effective from: September 2017

University of Law Employment Promise Guidance to Claimants

The following information is intended to assist those who may wish to make a claim under the Employment Promise and should be read in conjunction with the full Terms and Conditions
available. Further clarification can be obtained by contacting the Employability team at employmentpromise@law.ac.uk

1. Before Making a Claim

You should only consider making a claim if you passed all of your LPC assessments first time, without intermitting or deferring.

It is also necessary to have had an average attendance record of 80% for small and large group teaching sessions (or on-time submission record if you studied i-mode). If you are uncertain or believe that you have extenuating circumstances that justify a lower percentage, please contact the Employability team.

The 80% requirement was determined by the University to make appropriate allowance for occasional illness, travel difficulty or personal commitment.

If you do not meet the criteria above then you may still submit a claim but it is unlikely that your claim will be successful.

2. Employment

To make a claim you must not have been in “qualifying employment” (as defined below) since you completed your course, regardless of the location and number of hours worked during such employment.

For the purposes of the Employment Promise, “qualifying employment” is defined as follows:

(a) Employment (whether full-time or part-time) in the following fields:
   i. employment in legal fields as being a period of recognised legal training as a trainee solicitor, lawyer, paralegal, legal secretary or other legal professional; or
   ii. an occupation which appears in major groups 1 to 4 of the Standard Occupational Classification 2010 Index (‘SOCO2010’) as set out by the Higher Education Statistics Agency. The major groups are described as
      • Managers, directors and senior officials
      • Professional occupations
      • Associate professional and technical occupations
      • Administrative and secretarial occupations

(b) Where this employment is:
   i. paid employment for any length of time; or
   ii. unpaid employment for a total period of more than ten (10) weeks (regardless of the number of different unpaid work experiences/internships/employments); or
   iii. employment which has been obtained but does not commence until a later date.

If you have been in qualifying employment (as defined above), you will be ineligible to claim.
You will not meet the definition of qualifying employment and therefore be **eligible** to make a claim if:

(a) You have obtained no employment whether paid or unpaid;
(b) You obtained employment in SOCO2010 Major groups 5-9 only, which are defined as: skilled trade, caring, leisure and other service, sales and customer service, process, plant and machine operatives and elementary occupations.
(c) You obtained employment consisting of unpaid work experience/internship/employment for a total period of under ten (10) weeks (regardless of the number of different unpaid work experiences/internships/employments).

It is recognised that some job titles may not match perfectly with the actual work undertaken, so the claim form requests details of the activities undertaken to allow appropriate assessment to be made by the panel reviewing your application.

3. **Seeking Qualifying Employment**

If you make a claim, you will need to show that you have consistently used your best endeavours to look for qualifying employment over the nine month period, whether this be through obtaining vacancy alerts from the University of Law JobSearch database or sourcing your own opportunities. Whilst this will be looked at on a case by case basis, any period of continuous holiday/travel beyond one month or a total period of more than two months in total over the nine month period will generally be considered not to demonstrate such consistency.

It is expected that you will have made job applications on a regular basis over the nine month period, with at least one application each month. In reviewing your claim we will look for evidence of such submissions. You can assist our review of your claim by including copies of any application forms, CVs and covering letters.

If you have become ineligible to apply for certain roles you are not able to make a claim. This would include, but not be limited to, a criminal conviction, ill health or not having the right to work in the UK or the country in which you would like to work.

4. **Engagement with the University of Law Careers Service**

As part of your claim, you will also need to show that you have consistently engaged with the University Careers Service in seeking qualifying employment over the nine month period.

We keep records of all interactions, whether they be in a University Centre with an adviser or at an event or via the e-mail service careers.alumni@law.ac.uk. We can therefore assist in providing information if required.

Whilst the level of engagement with the University Careers Service will be looked at on a case by case basis, any period of time beyond two months without contact will generally be considered not to demonstrate such consistency. Accessing materials and information online is not sufficient to demonstrate consistent engagement.
5. Any other information

We recognise that there may be relevant information that you believe adds further weight to your claim or addresses some of the reasons why it might otherwise be rejected. Please do include as much detail as you wish in this section to provide the panel reviewing your claim with the fullest possible picture with which to assess it.