



Student Terms and Conditions for students leading to SP Jain London School of Management awards 2023/2024

1. Introduction

- 1.1 These terms and conditions apply to students registered on programmes taught by the SP Jain London School of Management (the School) that lead to awards made under its own degree awarding powers.
- 1.2 There is a glossary at the end of these Terms and Conditions which explains the meaning of certain words that we use.
- 1.3 Please read the Terms carefully before accepting a place on a Programme. It is your responsibility to keep a copy of the Terms in case you wish to refer to them at a later date. By accepting an offer of a place, you are confirming your agreement to be bound by the Terms.
- 1.4 All of the Terms are relevant to your studies at the School. However, we have pulled out below some specific Terms of particular importance for your information:
 - 1.4.1 In the event that you withdraw from your Programme or take a break from your studies your liability for Programme Fees is outlined in clauses 4 and 5 below.
 - 1.4.2 In the event that the School makes changes or discontinues to your Programme your position is outlined in clause 6 below.
 - 1.4.3 The limitations on the School's liability are outlined in clause 9 below. The School reserves the right to change the amount of Tuition Fees from time to time.
- 1.5 If there are any aspects of the Terms that you do not understand we encourage you to contact the School for clarification at the contact details provided in your Offer Letter.

2. Contract

- 2.1 A contract between you and the SP Jain London School of Management (the School) is formed when you accept an offer of a place at the School. If the offer is conditional, this will be the date that you have fulfilled all of the conditions specified in our offer letter.
- 2.2 You should read these terms and conditions very carefully as they set out the basis of your contract with the School. They summarise key obligations for the School and you, about your Programme. They also set out what additional documents, Policies, Regulations, or Procedures you and the School need to abide by.
- 2.3 When you accept an offer of a place of study at the School and enter into this contract, you acknowledge that you will need to comply with all the obligations outlined below. Other than your requirement to pay Tuition Fees which will arise when you enrol with the School (as set out in clause 4), all other obligations will apply to you from this point, including compliance with these terms and conditions, the Student Code of Conduct, and all the Rules, Regulations, Policies and Procedures of the School.
- 2.4 The duration of your contract with the School is the whole duration of your programme.
- 2.5 The contract will comprise the following:
 - 2.5.1 these terms and conditions;

- 2.5.2 your offer letter and the declarations you make during your online enrolment;
- 2.5.3 the Programme prospectus for the respective academic year on which the offer was accepted;
- 2.5.4 the Student Code of Conduct,
- 2.5.5 all the Rules, Regulations, Policies and Procedures of the School as amended from time to time., (“**Contract**”).

3. Offer

- 3.1 To join a Programme, you must apply online via the Website or via UCAS, providing all the information requested. Information about your nationality and identity will be required.
- 3.2 If we approve your application the School will send you an Offer Email.
- 3.3 In order to confirm your acceptance of the Offer you must, by the date stated in the Offer Email (or otherwise specified by UCAS application rules) send us the Confirmation Email. The Offer lapses if you do not reply by the date stated in your Offer Email. The Confirmation Email will require you to indicate that you have reviewed other documents relevant to the Programme, including these Terms.
- 3.4 On our acceptance of the Confirmation Email, you will be Enrolled. Tuition Fees for the Programme are payable by the due date(s) as set out in the Offer Email.
- 3.5 By accepting the Offer, you acknowledge and agree that:
 - 3.5.1 the Offer of your place on the Programme is subject to the overriding condition that, prior to your Enrolment, you will have provided to the School's satisfaction, evidence to show you have met the requirements, both academic, language and otherwise (including but not limited to obtaining membership of any required regulatory or validating body) as notified to you either in the Offer Email and/or in the Prospectus and/or on the Website, for entry onto the Programme;
 - 3.5.2 you will produce original evidence of your nationality and immigration status prior to your Enrolment;
 - 3.5.3 where you declare relevant unspent convictions then the School may require further information to assess any risk that you pose to the School community. The Offer is conditional upon the School being satisfied with the information provided. If The School is not satisfied with the information provided, then it will withdraw the Offer or impose additional conditions on you;
 - 3.5.4 you agree to abide by the Academic Regulations which are available here. These describe the academic regulatory framework for your Programme and give information about the requirements for awards. They include important information about the requirements for your academic performance and for continued study.

4. Tuition Fees, Payment and refunds

- 4.1 The School charges Tuition Fees for delivery of its Programmes and services. You will be informed of your Tuition Fee for the whole programme as part of your offer letter.
- 4.2 You are bound by the School's **Tuition Fee Policy** which sets out the requirements to pay Tuition Fees, refunds in the event of withdrawal and the consequences of non-payment. The Tuition Fee policy is available here.
- 4.3 For each Academic Year, the Tuition Fees for the Programme can be viewed on the Website or in the Prospectus. Tuition Fees are quoted in pounds sterling (except where another currency is expressly stated on the Website or in the Prospectus). The website also provides information about any Additional Charges, if any.
- 4.4 By sending the Confirmation Email you agree to pay the Tuition Fees by the due date as set out in the Offer Email.

- 4.5 You will only be able to access the Programme once the School has received the Tuition Fees in cleared funds from you or your Sponsor (if you are a sponsored student). Please note that sponsorship does not include fees being paid by parents, other relatives or friends.
- 4.6 If you are a sponsored student and your Sponsor fails to pay the Tuition Fees, you will be liable to pay the Tuition Fees.
- 4.7 If you or your sponsor do not pay the Tuition Fees in accordance with the School's Tuition Fee Policy, the School may refuse to enrol you on the Programme. If you are already enrolled, you may not be able to access School facilities and services or be eligible for benefits awarded such as scholarships and bursaries from the School. The School also reserves the right to suspend or withdraw you and/or withhold your results and to not permit you to graduate
- 4.8 In the unlikely event that, due to a technical error, the amount of the Tuition Fees displayed on the Website or set out in the Offer Email is incorrect, the School will notify you as soon as it reasonably can. If the correct amount of the Tuition Fees is higher than as is displayed on the Website or set out in the Offer Email, then you will be given the opportunity to cancel your place and receive a full refund at the time you are notified of the higher Tuition Fees. If the Tuition Fees are lower than displayed on the Website and/or in the Prospectus, then you will be refunded the difference between the lower Tuition Fees and the amount which you have paid. Any refund will be made in accordance with the Tuition Fees Policy.
- 4.9 The Tuition Fees do not include any fees payable for residential accommodation, nor do they include examination fees, travelling expenses, field trip expenses, programme materials or other miscellaneous expenses which may be related or required as part of your programme (this is not an exhaustive list) ("Additional Charges"). Where there are any Additional Charges, you will be informed of these in your offer letter.
- 4.10 Any Additional Charges which shall be payable by you on and when they are due. Where, in addition to Tuition Fees, the School is required to collect applicable examination fees on behalf of a relevant professional body, these will be collected from you and paid by the School on your behalf to that professional body.
- 4.11 You are required to pay Tuition Fees at the beginning of each academic year as part of the enrolment process. If you withdraw from the School, you will be liable for the Tuition Fees up until formal notification of your withdrawal is received by the School in accordance with the Tuition Fee Policy.
- 4.12 All Tuition Fees in respect of delivered modules are non-refundable in any circumstances. You will remain liable for 100% of any unpaid tuition fees for delivered modules regardless of whether you terminate your programme with the School. Other refunds may be made in accordance with the Tuition Fee Policy.
- 5. Deferral**
- 5.1 You may apply to defer the start date of your programme at any time up to four weeks prior to the start of your programme provided you have not applied for your UKVI student visa if applicable.
- 5.2 If there is a change to the Tuition Fees between the date of your Enrolment on the Programme and the new start date the School will contact, you and provide you with an option of continuing on the deferred Programme or withdrawing. If you choose to continue on the deferred programme, you will enter into a new contract with the School and will be liable to pay the Tuition Fees for the new Deferred Programme.

5.3 Your Deposit (if applicable) and any Tuition Fees which you have paid in relation to the original Programme will be applied to the Deferred Programme Tuition Fees. If you elect to withdraw from the Deferred Programme you will be provided with a refund in accordance with the Tuition Fees Policy.

5.4 You may only defer or transfer your Programme once and your Deferred Programme start date must be within one year of the date of your request to defer or transfer.

6. Enrolment

6.1 You are required to enrol with the School at the beginning of your studies. You must re-enrol at the beginning of each subsequent academic year of your Programme, in accordance with instructions issued by the School, in order to continue your programme and maintain your student rights and privileges.

6.2 The enrolment process requires you to confirm that you will act as a responsible member of the School community and abide by all codes, rules and regulations (as amended) of the School in existence during the Programme and these include (but are not limited to):

6.2.1 the Academic Regulations

6.2.2 School Policies and Procedures

6.2.3 The Student Handbook [insert web link];

6.2.4 the Student Complaints Policy [insert web link];

6.2.5 the Student Code of Conduct and Disciplinary Procedures [insert web link];

6.2.6 accurately maintain your personal data including addresses and telephone numbers on the School student portal [available here];

6.2.7 complying with any visa and immigration conditions applying to you. Failure to comply will lead to the revocation of any visa and the termination of your study with the School; and

6.2.8 all codes, rules and regulations of any other relevant organisation, professional body, institution or external regulator, if required as part of your Programme.

6.3 You will be entitled to re-enrol for subsequent academic years provided that:

6.3.1 You or your sponsor has paid the Tuition Fees by the due date;

6.3.2 You have not been withdrawn from your Programme;

6.3.3 You have met the relevant progression requirements for the previous years of your Programme.

7. Cancellation before Enrolment – Statutory Right of cancellation

7.1 You have a statutory right to cancel this Contract within 14 days of your acceptance of an offer of a place to study at the School (“Cancellation Period”). Whether you receive an unconditional or conditional offer, the 14-day period starts on the day after you accept the offer. You do not have to give a reason for cancellation. Any reimbursements of fees for cancellation will be in accordance with the Tuition Fee Policy.

7.2 You must inform the School of your decision to cancel within the Cancellation Period by writing to the Registrar.

7.3 If you call to inform the School of your decision to cancel the offer of a place to study at the School, you must also confirm in writing either by email or letter.

7.4 If you applied to the School via UCAS, you will receive a notification of the cancellation through UCAS. If you applied directly to the School, we will notify you of the cancellation in writing by email or letter addressed to your correspondence address.

- 7.5 You have a further 14-day cancellation period, when you enrol during your first year of study only. The 14-day period starts on the day after your enrolment date. This 14-day cancellation period does not apply to re-enrolment for subsequent academic years.

8. Termination of the Contract

Termination of the Contract by You:

- 8.1 In addition to your statutory right of cancellation, you may withdraw from your Programme and terminate this Contract at any time. To withdraw from the Programme, you must give notice, in writing to the School. You should contact the Registrar to initiate the process for withdrawal.
- 8.2 You will normally be required to complete a Student Withdrawal Form and provide a reason for withdrawal. Notice to withdraw will take effect on receipt of the completed Student Withdrawal Form by the Registrar.
- 8.3 If you withdraw part way through your Programme you must pay the Tuition Fees up until the point you communicate your withdrawal. Your liability for any remaining tuition fees for the rest of your academic year will be in accordance with the Tuition Fee Policy. Any refund which may be due to you will be in accordance with the terms of the School's Tuition Fee Policy.
- 8.4 All Tuition Fees in respect of delivered modules are non-refundable in any circumstances. You will remain liable for 100% of any unpaid tuition fees for delivered modules regardless of whether you terminate your programme with the School. Other refunds may be made in accordance with the Tuition Fee Policy.

Termination of Contract by the School

- 8.5 The School may withdraw your offer or terminate this Contract in writing with immediate effect (subject to your rights of internal appeal) if:
- (a) You or your sponsor fail to pay the Tuition Fees (or any instalment) by the due date for payment;
 - (b) You fail to meet the conditions of the offer made to you;
 - (c) You provided false, incomplete, inaccurate or misleading information in your application to the School or at any other time;
 - (d) You fail to meet the School's progression or award requirements;
 - (e) You are unable to meet the requirements of your Programme including obtaining/maintaining membership of specified organisation and/or minimum attendance and participation requirements;
 - (f) Action has been taken against you in accordance with the School's disciplinary or fitness to study procedures;
 - (g) Your behaviour represents a serious risk to the health, safety or welfare of yourself or others;
 - (h) You materially breach these Terms and Conditions;
 - (i) Where applicable you do not disclose any relevant unspent criminal conviction;
 - (j) **International Students** – your application for a visa is refused or your visa is curtailed (cancelled) or you fail to comply with your obligations under student visa and/or UKVI obligations or the School's requirements and instructions in this area as set out in clause 14.
- 8.6 You have a right to submit an appeal of the School's decision to terminate the Contract under the Student Complaints Procedure or the Appeals Regulations as appropriate.

Consequences of Termination

8.7 If at any time this Contract terminates whether by you or the School:

8.7.1 the School shall be entitled to refuse to enrol you on your Programme (if, at the date of termination, you have not already enrolled);

8.7.2 the School shall be entitled to require you to stop studying on your Programme and to leave the School immediately (if, at the date of termination, you have enrolled);

8.7.3 you are required to return to the Registry your Student Identification Card issued to you on enrolment, together with all property owned by the School;

8.7.4 you must pay all outstanding fees due to the School immediately.

9 The School's obligations to you

9.1 The School will provide you with the tuition and learning support associated with your Programme with reasonable care and skill in the way described in the relevant Programme specification and other publications such as the prospectus and the School's website for the applicable academic year.

9.2 The School will use its reasonable efforts to provide you with appropriate access to its facilities and student support services including:

(a) Library and suitable learning resources, including online learning resources;

(b) IT infrastructure;

(c) Pastoral support and Student Services;

(d) Confidential disability advice and support (see clause 15 for further details) and

(e) Careers, employability and internship advice and support (see clause 17 for further details).

9.3 Our facilities (e.g. library, IT access) may need to be suspended or modified because of essential maintenance, refurbishment or improvements or health and safety concerns or other circumstances beyond our reasonable control. We will make reasonable efforts to maintain facilities to a reasonable level, and wherever possible, will minimise disruption.

9.4 The School reserves the right to make changes to the mode of delivery of Student Services at any time, in response to events beyond its control, and/or in circumstances where it is necessary to comply with the law and/or government guidance and/or instructions. Where such changes are made, we will always provide you with notice.

10 How we communicate with you

10.1 When you enrol we will create a student email account for you. The School will use this account to communicate with you and it is important that you check your inbox regularly.

10.2 The School may also communicate with you via letters and online notices on **Blackboard** and the **Student Portal**. You should ensure that you keep your details up-to-date and check Blackboard and the Student Portal regularly.

11 Changes to your Programme

11.1 The School will use all reasonable efforts to deliver the Programme in accordance with the Programme specification

11.2 However, to ensure that the School's Programmes remain current and relevant, they are subject to regular review. The School may, from time to time, need to amend modules, Programme content or the way that these are delivered to, for example (non-exhaustive list):

- 11.2.1 Comply with changes in the law or Government policy;
 - 11.2.2 Comply with the requirements of the School's regulators, accrediting bodies, professional, and statutory bodies;
 - 11.2.3 Make updates to reflect best practice and academic developments for the benefit of students;
 - 11.2.4 Adjust content as a result of staff changes;
 - 11.2.5 Improve Programme quality in response to student or external examiner's feedback; or
 - 11.2.6 To accommodate and respond to refurbishment and development work taking place on campus.
- 11.3 Changes may be minor or major changes.
- 11.3.1 Examples of minor changes, may include but not limited to:
- (a) Altering the timetable, location, and number of classes for your Programme;
 - (b) Reasonable changes to the content and syllabus of your Programme including in relation to optional placements, to ensure that the Programme remains current and relevant;
 - (c) Changes to assessments as a result of student or external examiner feedback.
- 11.3.2 Examples of major changes, may include but not limited to:
- (a) Adding or removing core (compulsory) modules;
 - (b) Change of Programme or Award title;
 - (c) Changes to overall Programme aims;
 - (d) Changes to module credit value;
 - (e) Changes to method of delivery;
 - (f) Changes to the validating partner
 - (g) Discontinuance of a Programme;
 - (h) Combining Programmes of study;
 - (i) Changes to specific Programme regulations.

Minor changes

- 11.4 The School reserves the right to make minor changes to its Programmes. Where such changes are made, the School will take all reasonable steps to minimise disruptions to students.

Major changes to a programme prior to acceptance

- 11.5 The School reserves the right to make changes to a programme at any time before an offer is accepted.
- 11.6 If the School is required to make a change to any aspect of the programme prior to acceptance, the School will use reasonable endeavours to:
- (a) inform you at the earliest opportunity possible;
 - (b) provide details of what has changed and why the change was made; and
 - (c) take reasonable steps to minimise any potential disruption.
- 11.7 As an applicant, you have the option to accept or reject the amended offer

Major changes to Programme prior to enrolment

- 11.8 If between the time of your acceptance of an offer and before enrolment it is necessary to make major changes to your Programme, the School will use reasonable endeavours to:

- (a) inform you of the changes at the earliest opportunity possible;
- (b) provide details of what has changed and the potential impact of the changes; and
- (c) take reasonable steps to minimise any potential disruption.

11.9 If the major change to your Programme prejudicially affects you, and you no-longer wish to enrol on the Programme, the School will use reasonable endeavours to find you a suitable alternative Programme within the School for which you are qualified. Alternatively, you may terminate the Contract and withdraw from the Programme without any liability to the School for Tuition Fees (even if the Cancellation Period referenced in clause 5.1 has expired) The School will reimburse you for any tuitions fees you have paid to date.

Major changes to Programme after enrolment

11.10 The School will not usually make major changes to its Programmes after a student has enrolled. However, in exceptional circumstances it may be necessary for the School to make such changes after enrolment. Where there are proposed major changes to your Programme, the School will use reasonable endeavours to:

- (a) inform you at the earliest opportunity and give you reasonable notice of the reasons for the change, what changes are being proposed and information on the potential impact of the changes;
- (b) consult you on the changes and give you an opportunity to provide feedback;
- (c) attempt to minimise any adverse impact on you; and
- (d) if necessary and appropriate, explore with you the opportunities for transferring to another suitable Programme either at the School or elsewhere, and ensure that you receive recognition or credits for any modules you have successfully completed.

11.11 If you did not consent to the major change, and the implementation of the major change causes you exceptional detriment or hardship, the School will work with you to try to reduce the adverse effect on you or find an alternative solution including the option to terminate the Contract and withdraw from the Programme without any liability to the School for further Tuition Fees. Where necessary it will implement the Student Protection Plan [\[link\]](#)

11.12 In exceptional circumstances, such as the COVID-19 pandemic, the School may need to make major changes quickly and promptly in response to events beyond its control without consulting you first, where it is necessary to comply with the law and/or government guidance and/or instructions. Should this occur, the School will notify you of the changes and the potential impact of the changes at the earliest opportunity and attempt to minimise any adverse impact on you. You will still have the rights under 11.11 above including the opportunity to transfer to another suitable Programme and/or terminate your Contract with the School.

12 Discontinuance of a Programme

Prior to enrolment

12.1 If the School discontinues a Programme, prior to enrolment, the School will use reasonable endeavours to offer where applicable, the following options:

- (a) transfer the offer to a suitable alternative Programme within the School for which you are qualified;
- (b) defer the offer until the next available intake; or
- (c) terminate the Contract and withdraw from the Programme without any liability for Tuition Fees (even if the Cancellation Period referenced in clause 7 has expired).

The School will reimburse you for any Tuition Fees and/or deposit paid by you.

After enrolment

12.2 Where it is necessary for the School to discontinue your Programme after your enrolment due to any exceptional and unforeseen circumstances, it will undertake this in line with the Student Protection Plan here. Wherever possible we will try to teach-out your Programme, even if we have to make adjustments to the way we deliver it.

13 Your obligations to the School

13.1 You must provide accurate information on application and enrolment. Students discovered to have falsified or misrepresented information may be liable to expulsion from the School.

13.2 The School expects you to take reasonable care to verify that the Programme will meet your needs and any specific requirements that you have.

13.3 It is your responsibility to check that the computer you plan to use to access any relevant elements of the Programme is compatible with any minimum specification requirements set out on the Website/Prospectus or in your Offer Email.

13.4 In order to qualify into certain professions, you may need to meet the requirements of the relevant professional body. Participating in a Programme will not automatically result in your acceptance by the relevant professional body. It is your responsibility to ensure that you meet the eligibility requirements of the relevant professional body.

13.5 As a student member of the School community, you agree to behave respectfully to all other members of our community.

13.6 You must familiarise yourself with and adhere to Academic Regulations and all School regulations, policies, procedures and codes of practice that are published on the School's website and as revised from time to time. We reserve the right to make changes to our regulations, policies, procedures and code of practice and to introduce additional requirements, where they benefit students or are necessary because of changes in law, regulatory or funder requirements, or they reflect good practice or aid clarification. We will let you know where any changes are made.

13.7 You are expected to take responsibility for your studies including attending all scheduled teaching, examinations, and submission of assessments.

13.8 You must comply with your obligations as outlined in the **Student Code of Conduct** which is available online here. The Student Code of Conduct contains important information about the expectations that the School has of you as a student, and the relevant procedures and processes to be followed. This requirement extends to any halls of residence or accommodation managed by or on behalf of the School.

13.9 You must take reasonable care of yourself and your safety and the health and safety of other members of the School community and co-operate with the School in fulfilling its obligations regarding health and safety. You will not intentionally or recklessly misuse or interfere with equipment or facilities provided to you by the School.

13.10 If you do not abide by the regulations, policies procedures and code of practice outlined above, you may be subject to disciplinary action under the **Student Disciplinary Policy**. For cases of academic misconduct including cheating, you will be subject to the **Academic Misconduct Regulations**.

13.11 You must also abide by any other Programme specific requirements as set out in the Programme specific handbook, associated terms and conditions, policies, or other

documents. These include requirements of professional bodies, accredited bodies, employers or relevant third party providers, where applicable.

14 Adherence to Immigration Rules and School Obligations for international students

14.1 All non UK citizens need to demonstrate they have the right to study in the UK before being admitted to study at the School.

14.2 If you are admitted under a UK Visa and Immigration (“UKVI”) Student Route visa, short term study visa, EU settled status or pre-settled status or other immigration status, it is your responsibility to ensure you comply with the conditions of your visa and UKVI immigration rules during the Programme.

14.3 The School has the right to withdraw you from the Programme if:

14.3.1 do not have ‘leave to remain’ in the UK to allow you to study on a School Programme;

14.3.2 you do not co-operate with all our reasonable requests for information or documentation to enable us to comply with our UKVI obligations;

14.3.3 you are not compliant with the conditions of your visa and/or immigration rules;

14.3.4 you do not comply with any policy, regulations, procedures we have relating to UKVI student visas;

14.3.5 any action or omission by you puts our UKVI licence at risk.

14.4 Where you are sponsored under the Student Route, the School will also be required to notify the UK Home Office accordingly.

14.5 In the event the School has to withdraw you from your studies as a result of your non-compliance with the conditions as set out above in clause 14.3 you will not be entitled to a refund of your Tuition Fees.

Sponsorship under the UKVI Student Route

14.6 The School will only provide a CAS to applicants who meet the criteria set out in the Home Office Immigration Rules. This will be assessed at the point of application for a CAS. The School reserves the right not to issue a CAS to any applicant or student on credibility grounds or who does not have the required finances or has criminal convictions which bar them from being issued a visa. This applies to applicants and those students who are applying for an extension to their visa or applying for further study.

14.7 The School is required by the UK Home Office to report to them any instance of non-attendance, period(s) of unauthorised absence, change of Programme, withdrawal/discontinuation of study, early completion, and work placement details for Student Route sponsored students (not exhaustive list). You have an ongoing duty to keep the School informed of any changes to your circumstances immediately.

14.8 If you provide false or misleading information/supporting documents in relation to your application and/or enrolment for a Student Route visa or other visa the School will withdraw its sponsorship for your studies and will notify the UK Home Office. In these cases, it will retain any deposit or in the case of enrolled students the Tuition Fees paid in line with our Tuition Fee policy.

Other immigration status

14.9 If you are a non-UK or Irish national but not sponsored under the Student Route visa, you will need to provide evidence of your right to remain in the UK before you can be enrolled. The School will normally only accept students whose application to remain in the UK has been approved by the Home Office and reserves the right not to enrol students whose

immigration status has still to be determined.

- 14.10 You have an ongoing duty to inform the School of any changes to your immigration status immediately. If you are not able to provide evidence of your right to remain in the UK at any point, your Contract will be terminated.

EU/EEA students

- 14.11 EU or EEA students who are resident in the UK are required to have EU Settled or Pre-settled Status (immigration scheme established by UK government for EU and EEA citizens, and their eligible family members to obtain immigration permission to remain in the UK after 31st December 2020) in order to remain in the UK for their studies.
- 14.12 For those EU or EEA students who arrived in the UK from 1 January 2021 onwards, are required to apply for a Student Route visa in order to study on a Programme which is longer than 6 months in length (see clause 14.6-14.8 above).
- 14.13 Where a student does not have the appropriate immigration permission to study in the UK, (either under the EU Settlement Scheme, or student visa), the School reserves the right not to enrol the student and/or terminate the Contract.

15 Disability Support

- 15.1 If you have additional support needs, you are responsible for contacting Student Services at the School so that these can be provided to you. Any information you provide will be treated as strictly confidential. Further information about the support provided is available on the website.
- 15.2 You are encouraged to contact Student Services as soon as possible as any delays in disclosing your disability may result in a delay in providing any appropriate support.

16 Attendance, engagement, assessment and progression and other requirements to remain on the Programme

- 16.1 In order to succeed on your Programme, you will need to attend scheduled classes on campus and engage with online sessions and materials. The School will monitor student attendance and engagement to identify, improve, and support the student experience, engagement, and progression during your studies.
- 16.2 The attendance and engagement of students on a Student Route visa will be monitored for the additional purpose of ensuring that visa requirements are met. Any student with a Student Route visa who does not attend will have their sponsorship withdrawn and this will be reported to UK Home Office.
- 16.3 Payment of bursaries and scholarships from the School will depend upon your continued engagement and progress at the School.
- 16.4 You must submit assessments as required and as outlined in your module study guides.
- 16.5 Students who fail their modules or who do not submit to assessment may not be able to progress as outlined in the Academic Regulations.

17 Internships

- 17.1 If you are on a Programme with an integrated or optional internship, the School will provide help and support to assist you to find an internship. However, it is your responsibility to secure an internship which must be approved by the School.

17.2 If you fail to secure an internship, you may be able to continue your studies by transferring to a Programme without the internship.

18 Criminal Convictions

18.1 When you are given an offer of a place, you must disclose any relevant unspent criminal convictions. You should declare these in writing to Head of Admissions

18.2 Relevant unspent convictions include those involving violence, sexual abuse, firearms, drugs and arson. The School will consider whether such convictions pose a risk to other members of the School and may withdraw your offer on this basis. Such disclosures will be dealt with in accordance with the Regulations for the Consideration of Criminal Convictions available here.

18.3 As a student, you have an ongoing duty to inform the School immediately of any unspent criminal charges or convictions received. Consideration of criminal convictions will be undertaken according to the **Policy for the Consideration of Criminal Convictions** and may be subject to the **Student Disciplinary Policy** available online here.

18.4 A DBS check may be required for internships or other activities you may undertake, such as volunteering, which involve working with children. How any convictions will be treated will be made clear to you at the time of submitting for your DBS check.

18.5 You should note that for some professions, such as being a registered psychologist or a solicitor or barrister, may not allow registration for those with criminal convictions. It is your responsibility to check your situation if you are in this position.

18.6 Failure to disclose any relevant criminal convictions could lead to termination of this Contract by the School under clause 8.4 above.

UKVI Student Route applicants

18.7 The Home Office will not grant a visa to any person who has been given a conviction resulting in a prison sentence until at least 5 years has elapsed and longer for sentences over 12 months in accordance with the grounds for refusal [available here](#). The School will not be able to sponsor any applicant or student who has a conviction which would debar them from entry to the UK.

19 Insurance

19.1 The School has appropriate public liability insurance. It will also provide insurance for all your activities as part of your Programme including any fieldtrips you undertake with the School. However, you should ensure that you insure, your personal belongings which are brought into the School at your own risk. You may also be required to take out other types of insurance, for example, health insurance while on overseas internship.

20 Collection and Processing of Personal Data

20.1 By accepting an offer of a place at the School and entering into this Contract you understand that the School and its partners or agents will process your personal data in order for the School to meet its obligations to deliver education services to you under this Contract.

20.2 The School needs to collect, hold, and process your personal data for the purposes of administering and managing your Programme and all other services provided to you. Personal data includes your student records, application data, assessment marks,

residence data, attendance data, accessing learning materials (including Blackboard our virtual learning environment, and other systems) and financial data.

- 20.3 The data will be processed in line with the General Data Protection Regulations and the Data Protection Act 2018, the **School's Data Protection Policy** and the **Student Data Privacy Notice** available here.
- 20.4 The School uses learning analytics to support you in your studies. This means that the School uses data about your study behaviours drawn from your attendance and usage of Blackboard, the School's virtual learning environment to predict which students may need additional support. More information is outlined in the **Learning Analytics Policy** which is available here.

21 Disclosure to Third parties

- 21.1 The School will need to disclose your data to the SP Jain Global School of Management in order to provide you with IT services and electronic resources.
- 21.2 The School is required by law to disclose some of your personal data, including where applicable your attendance, to certain statutory and public bodies. The following are the statutory bodies the School may disclose student personal data to (indicative not exhaustive list – for further detail see Student Data Privacy Notice):
- The Higher Education Statistics Agency (individualised statutory returns made by all Universities)
 - The body undertaking the National Students Survey, Postgraduate Taught Experience Survey the Graduate Outcomes survey, and other processes intended to enhance the student experience
 - Student Loans Company
 - UK Home Office
 - Local authorities for purposes of elections.
- 21.3 Upon graduation you will be invited to join the School's alumni community. Your details will be passed to our Alumni Relations team to enable them to contact you. You may withdraw from these communications at any time by contacting the Alumni team.
- 21.4 If you request a reference from the School, you agree to waive your right to confidentiality for the purposes of providing the reference and for the School to process your personal data for that purpose and disclose it to the third party.
- 21.5 If you are sponsored, the School may provide information regarding your progress (including, without limitation, details of your attendance, marks, exam results, general progress reports and any other information reasonably requested by your Sponsor and which the School in its sole discretion considers appropriate for it to provide) to your Sponsor and you agree to waive your right to confidentiality for those purposes.

22. Intellectual Property and copyright

- 22.1. At all times, the School or its licensors remains the owner of the Intellectual Property in the Programme and in any Programme Materials that may be provided to you in the course of the delivery of the Programme (including but not limited to any content provided electronically). Neither the Programme nor any Programme Materials, nor any part of them, may be reproduced, shared, stored in a retrieval system, published or transmitted in any form or any means without the prior written permission of the School.
- 22.2. In consideration of receipt by the School of the Tuition Fees, the School grants to you a non-exclusive, non-transferable licence to use the Programme Materials for the sole

purpose of studying for the Programme.

- 22.3. Save as expressly set out in these Terms, you may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any of the Programme Materials. Use of the Programme Materials not expressly permitted in the Terms is strictly prohibited and will constitute an infringement of either the School's copyright or the School's other Intellectual Property rights, and/or the copyright or other intellectual property rights of the School's licensors.
- 22.4. All intellectual property rights developed by undergraduate students and students on taught postgraduate programmes as part of their Programme normally belong to you ("Student IP") subject to certain exceptions. These exceptions include collaborative work and will normally include projects and dissertations where the work has been supervised by staff and creative and design projects and this will be highlighted in the appropriate Module Study Guide. Full details are set out in the Student Intellectual Property Rights Policy available here.
- 22.5. For the purposes of teaching, research, internal administration, and other non-commercial use, you grant the School the ability to use your assessments where you have created intellectual property.
- 22.6. Where the School is involved in the commercialisation of Student IP you will be entitled to a royalty and the amount will be determined under the School's IPR Profit share scheme as set out in the Student Intellectual Property Rights Policy.
- 22.7. Where the School makes use of Student IP, it will use its reasonable efforts to acknowledge the authorship and inventorship of any such Student IP.

23. Copyright

- 23.1. The copyright in any work or design compiled, edited, or otherwise brought into existence by a student as a piece of scholarly work shall belong to the student unless otherwise explicitly agreed at the outset of the project.

24. Feedback and Complaints

- 24.1. We will regularly ask for your feedback on your Programme and our facilities and services through module evaluations, surveys, and the Programme Committee to help us improve our services to you.
- 24.2. If you are an applicant to the School, you may raise a complaint or an appeal about the manner in which your application was handled in accordance with the **Admissions and Recruitment Policy** available here.
- 24.3. If you are an enrolled student of the School and you have an issue with your Programme or a particular service, you should raise this in accordance with the **Student Complaints Procedure** (available here). If the complaint remains unresolved after exhausting the School's internal complaints procedures, you can then apply for an external review of the complaint to the Office of the Independent Adjudicator for Higher Education ("**OIA**") which can be found here.

25. Force Majeure – events outside our control

- 25.1. The School will do all that it reasonably can to provide educational services as described on its website and/or in the Programme prospectus, Programme Specification or other documents issued by it to appropriately enrolled students. Sometimes circumstances beyond our control mean that we cannot provide such educational services. This might

be because of, for example:

- (a) industrial action by School staff or third parties;
- (b) significant changes to Higher Education funding;
- (c) the acts of any governmental or local authority;
- (d) severe weather, natural disaster, epidemic or pandemic, fire, flood, war, civil disorder or unrest, riot, terrorist attack or the threat of it.

25.2 In these circumstances, the School will take all reasonable steps to minimise the resultant disruption to those services and to affected students, by, for example, offering affected students the chance to move to another Programme or institution, or by delivering a modified version of the same Programme, but to the full extent that is possible under the general law, the School excludes liability for any loss and/or damage suffered by any student.

26 The School's liability to you

26.1 The School does not limit its liability arising from:

26.1.1 Death or personal injury caused by the negligence of the School or its officers, employees or agents;

26.1.2 Fraud or fraudulent misrepresentation; or

26.1.3 Any other matter which the School is not permitted to exclude or limit our liability for by law.

26.2 Whilst, the School takes reasonable care to ensure the safety and security of its students whilst on School premises and/or whilst using School services and equipment, the School cannot accept responsibility and expressly excludes liability for:

26.2.1 any loss, theft, misuse, or damage to your property, including without limit any motor vehicle, bicycle, personal equipment such as mobiles, tablets, laptop whilst such property is on School premises. You are advised to insure your property against theft and other risks;

26.2.2 any loss that you would not have suffered if you had taken reasonable steps to avoid or reduce the loss;

26.2.3 death or personal injury that is not caused by negligence of the School or its officers, employees or agents;

26.2.4 any loss or damage suffered as a result of the use of any computer equipment or software provided or made available by the School, including any contamination of software or loss of files. Your use of such computer equipment and any software provided by the School is at your own risk;

26.2.5 changes to law that require a change of these terms and conditions.

For the avoidance of doubt, the School shall not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another student, or by any person who is not an employee or authorised representative of the School.

26.3 Subject to clause 22.2, and unless required by law, the School's liability to you under the Contract shall under no circumstances be greater than the total Tuition Fees due in respect of your Programme.

26.4 You may use third party websites and products whilst undertaking your Programme ("**Third Party Products**"). Such Third Party Products may include, but are not limited to, Microsoft Office Specialist, Dell Education Services and Turnitin. You may be required to agree to third party terms and conditions, and a privacy policy, in order to use such Third Party Products.

26.5 The School cannot accept responsibility for losses that result from the provision of Third

Party Products, or in relation to personal data which may be transferred by you to such third parties.

- 26.6 You acknowledge that Tuition Fees do not bear a direct relationship to teaching hours, contact hours or other easily measurable services. A wide range of other educational, support and welfare services and other costs (including but not limited to access to the School's library, online resources, pastoral and career services) are taken into account in Tuition Fees. Undertaking a Programme requires independent study, research and/or work by you, which is supplemented by teaching and contact hours. When it comes to the School's liability, Tuition Fees are primarily linked to the School enabling you to achieve the Programme learning outcomes rather than the provision of specific services or teaching or contact time.

27 Notices

- 27.1 Any notice given under this Contract will be in writing.
- 27.2 The School will send any notice to you either by email to your School email address or if prior to registration to such other email address which you have provided us. We may also send any notice to either your term-time address/home address. You must keep your details up to date.
- 27.3 You must send any notices to the Registrar.
- 27.4 A notice sent by post is deemed to be given on the next Working Day (five Working Days if from one country to another) after the day it was posted to the address given by you to the School. A notice sent by e-mail is deemed to be given on the day it was sent (or, if sent after 5:00pm on that day or on a day that is not a Working Day, at 9:00am on the next Working Day).

28 General

- 28.1 Each of the clauses of these terms and conditions operate separately. If any provision of these terms and conditions is or becomes illegal, invalid, void, or unenforceable, that shall not affect the legality, validity or enforceability of the other provisions.
- 28.2 These terms and conditions are personal to you and you may not transfer them or your rights under them to anyone else.
- 28.3 Only you and the School are parties to this Contract. No other person shall have rights under the Contracts (Rights of Third Parties) Act 1999 to enforce the terms of this Contract.
- 28.4 Failure or delay by you or the School to enforce any breach by the other of the terms and conditions will not constitute a waiver of any provision and will not prevent you or the School from taking steps to enforce that or any other provision.
- 28.5 This Contract shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

Approved

Glossary of Terms

Additional Charges	means any amounts payable which are not Programme Fees and may include, but are not limited to: any re-sit fees
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	which the School may charge from time to time, amounts payable to a professional body for student/delegate registration, exemptions, examination entries and re-sit fees and any import duties, taxes and customs clearances which may be payable;
Cancellation/termination of contract	The end of your legally binding agreement with the School regarding your Programme or degree apprenticeship or research and your permanent removal from your Programme/degree apprenticeship/research.
Confirmation Email	means the email which is sent to you confirming your place on the Programme;
COVID-19	The disease known as coronavirus disease and the virus known as severe acute respiratory syndrome coronavirus 2 (SARS-CoC-2)
DBS check	Disclosure and barring service check for criminal record.
EEA	European Economic Area consisting of member countries from EU and Iceland, Liechtenstein and Norway (excluding Switzerland).
Enrolment”	means the point at which the School records your enrolment on the Programme indicated in your Confirmation E-mail, at which point (i) the Terms and any other terms attached to the Offer to you made via the Confirmation E-mail become effective and (ii) the Programme Fees become payable by you;
EU	European Union countries.
Handbook	means the student handbook of the School as amended from time to time, the link to which is contained on the Website;
Home students	Students who do not require a visa or other immigration approval in order to study in the United Kingdom and who are assessed by the School as being eligible to pay Tuition Fees at the home rate according to guidance of the UK Council for International Student Affairs.
Induction	means your first day as a student on Programme, being your first day of orientation;
Intellectual Property	means all intellectual and proprietary works including all patents, know-how, registered and unregistered trademarks and service marks (including any trade, brand or business names), domain names, registered designs, design rights, utility models, copyright (including all such rights in computer software and any databases), trade secrets, Confidential Information, moral rights, database rights, topography rights (in each case the full period thereof and all extensions and renewals thereof), all rights in any of the foregoing, applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world and any similar rights situated in any country;
International students	Any Student who requires a visa or other immigration approval in order to study in the United Kingdom.
Offer Email”	means the email that is sent to you by the School that sets out the Offer, the details of the Programme you have applied for and the details of the terms that attach to the

	Offer (being the Terms and any additional terms and conditions);
Offer	means a conditional or unconditional offer by the School for a place for you to study on the Programme;
Programme Materials	means, but is not limited to, distance learning materials, revision/assessment/toolkits, passcards, question banks, review or practice exercises, mock exams (papers and suggested solutions), course companions, revision companions, combined companions and study texts;
Programme	means the programme of study to be delivered by the School as set out in the Offer Email;
Prospectus	means any online or hard copy document that is produced by the School to provide detailed information with respect to the Programmes these terms and conditions cover;
Sponsor	means the third party organisation (including your employer) who has undertaken to pay your Programme Fees;
Student	A student of the School enrolled to undertake a Programme of study or research delivered or supervised by the School and includes apprentices, international and home students unless otherwise explicitly excluded or defined separately within the terms and conditions.
Student Route visa	The new points-based immigration system introduced on 5 th October 2020, for International Students to apply for a student visa to study in the UK. Replaces the Tier 4.
Terms	means these terms and conditions and any documents to which they refer to;
Tuition Fees	means the fees payable for the Programme which shall include any VAT payable but excludes any Additional Charges;
UKVI	UK Visa and Immigration is a division of the Home Office responsible for the UK's visa system.
Unspent criminal conviction	After a certain amount of time (known as a rehabilitation period), a criminal conviction becomes 'spent' and can be ignored. There are different rehabilitation periods depending on how old you were when you were found guilty by a Court and on the sentence or punishment you were given. An unspent criminal conviction is an offence for which the applicable rehabilitation conviction period has not ended and will appear on a basic criminal record check.