THE ENGINEERING & DESIGN INSTITUTE, LONDON

STUDENT TERMS AND CONDITIONS

Summary	Terms and Conditions for TEDI-London students, outlining the relationship between TEDI-London and its students. The Terms and Conditions form part of the Student Contract and must be read prior to students signing their Student Contracts.		
Policy Owner	Registrar		
Policy Sponsor	Executive		
Policy applies to	All prospective and current students of TEDI-London		
Related legislation and policy	TEDI-London Student Contract All TEDI-London Policies and Regulations		
Equality impact assessment completed	August 2021		
Version	3		
Policy approved by	Executive	**Approval date**	August 2021
Date of implementation	September 2022	**Date of next formal review**	January 2023

DOCUMENT CONTROL

Date	Version	Action	Amendments
20/07/2021	1	Policy created	n/a
23/08/2021	2	Policy amended	Addition of information relating to registration and enrolment (section 9). Removal of reference to pre-registration contract following decision to have one Student Contract.
05/01/2022	3	Policy amended	Dates changed for 2022/23.

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1. INTRODUCTION

1.1. This document sets out in detail the relationship between you (the student) and us (The Engineering & Design Institute, London, henceforth referred to as TEDI-London) which starts when you accept an offer of a place. It is your responsibility to read and understand them. Please contact the Student Hub if anything is unclear.

1.2. These Terms and Conditions apply from September 2022 and are updated annually. Note that you may have other contractual arrangements e.g. Accommodation, Student Loans Company; these will be subject to separate agreements.

1.3. TEDI-London may make reasonable changes to your Programme, these Terms and Conditions or our other obligations to you either before or after you have registered. These changes will be communicated to you in writing as far in advance of any change as reasonably possible and TEDI-London will take all reasonable steps to mitigate any negative impact on you caused by these changes. Reasons for making changes include, but are not limited to:

- to make updates to reflect best practice and academic developments for the benefit of students
- to improve your programme and your experience of it
- to meet the requirements of external or accrediting bodies
- because of staff changes within TEDI-London, or
- changes to the law.

1.4. If you do not agree to us making an identified change, you may raise a complaint in accordance with Section 15. You may also decide to withdraw from your programme, in which case you must give notice in writing in accordance with Section 5.

2. YOUR CONTRACT INFORMATION

Before you apply for a place or accept the offer of a place at TEDI-London, you should familiarise yourself not only with this document but with the Regulations and Policies which together make up your contract information. You should also refer to the Student Protection Plan which gives details of how we would handle major incidents or risks to the continuation of our business.

2.1. Terms of a significant nature have been marked as **bold** in this document.

2.2. When you accept the offer of a place at TEDI-London you agree to be bound by these Terms and Conditions and TEDI-London's Regulations and Policies. Therefore, we advise you to read these documents thoroughly.

3. YOUR CONTRACT WITH US

3.1. Your Student Contract forms your legal relationship with us. The Student Contract is formed when you meet the conditions of your offer (if any) and register as a student.

3.2. You are required to register at the start of your programme and to re-register annually. You will be required to accept our Terms and Conditions when you re-register.

3.3. **When you register, you become subject to the terms of the Student Contract, comprising the Terms and Conditions (this document and the Regulations, Policies and other documents referred to within it, available here). It is at this point that you become liable for tuition fees.**

3.4. **If you fail to register but continue to access our facilities and services as if you had registered, you will be deemed to have accepted our Terms and Conditions and be liable to pay tuition fees in accordance with this contract and the Student Fees Policy.**

3.5. If your programme has already begun or is due to begin before the end of the statutory cancellation period referred to above, then, by accepting the offer of the place and/or by registering, you are agreeing that our service to you begins within the statutory cancellation period. Therefore, if you decide to cancel after the programme has begun, you may be required to pay a proportion of your tuition fees to cover the period from the commencement of our service to you until the date of cancellation. The Student Fees Policy sets out the proportion of Tuition Fee we will refund after cancellation.

3.6. All students starting a new programme can withdraw from the programme without charge within 14 days of the start of the academic year or the formal start date of the programme (whichever is the later). Beyond the statutory and permitted cancellation period set out above, tuition fee liability will be calculated in accordance with the Student Fees Policy.

4. HOW WE WILL COMMUNICATE WITH YOU

4.1. Once you have registered, we will contact you about your programme (timetables, assessments, administration such as room changes) and your studies (this will include how to make the most of your time at TEDI-London, support, opportunities). We will email you using your TEDI-London email address or via Teams, and you should therefore check both on a regular (at least daily) basis.

5. HOW TO CANCEL

5.1. You have the right to cancel your acceptance of the Student Contract within a period of 14 days after you accepted the Terms of this Agreement, without giving us a reason.

5.2. You must inform us of your decision to cancel via a letter or email. For convenience you may complete our Cancellation Form at Appendix A, but it is not obligatory.

5.3. If you cancel your Student Contract within the cancellation period, we will refund all payments received from you in relation to this contract using the same means of payment as has been used for the initial transaction.

5.4. Beyond the statutory cancellation period, you must inform us of your intention to withdraw, by informing the Registry. Information about tuition fee refunds available is in the Student Fees Policy.

6. INSURANCE

6.1. **You should ensure that you have adequate insurance cover for your personal belongings (including mobile phones, electronic devices, computer equipment, cycles) before arriving at TEDI-London. We are not liable for damage to or loss of such personal property. In certain circumstances you may be required to obtain other types of insurance, for example medical insurance.**

7. WITHDRAWAL OF SERVICES

7.1. We reserve the right to make variations to or withdraw services if such actions are reasonably considered to be necessary, for example, where:

a. information technology systems require essential maintenance work, upgrades, or repairs, or
b. improvements and changes are being made to our estate and facilities.

7.2. We will take reasonable steps to mitigate the impact of such withdrawals on you wherever reasonably possible, for example by substituting alternative similar services, and giving warning of forthcoming changes or likely periods of non-availability.

7.3. We are unable to guarantee that all services will always be available to all students but will endeavour to provide a reasonable level of provision when TEDI-London is open.

8. CONSIDERATION OF APPLICATIONS

8.1. We consider all applications on their merits. Although feedback is usually available, we are not obliged to provide reasons for admissions decisions.

8.2. We have committed not to make any changes to entry requirements during the admissions cycle. For the most up to date information please check our website.

8.3. Offers of a place may be conditional on you fulfilling either academic or other conditions which will be set out in your offer letter.

8.4. You have a right to appeal against the process leading to an admissions decision. The procedure to follow is set out in full in the Admissions Policy.

9. ENROLMENT

9.1. In order to commence your study on your programme you must enrol at TEDI-London and pay all applicable fees for your programme. We will write to you to let you know the process to be followed for enrolment.

9.2. If you do not enrol by the enrolment cut-off date, set annually, we reserve the right to refuse to enrol you and withdraw you from your programme (without liability). **The cut-off date for 2022/23 enrolment is Friday 7 October 2022.**

9.3. We will ask you to re-enrol for each subsequent academic year. This is to confirm your intention to continue your programme and will not create a new contract in respect of your programme.

9.4. When you attend enrolment where you attend in person, you must provide to us proof of your identity and proof that you have satisfied all the Entry Requirements in the form of original official documents, certificates issued by a recognised awarding body and official translations of any certificates which are issued in any language other than English.

9.5. For international students who are non-EEA nationals, in addition to providing proof of identity and documentation relevant to meeting your Entry Requirements, you will also be required to provide original evidence of your right to study in the UK, in the form of an original valid visa or biometric residence permit.

9.6. If you fail to provide proof of identity, evidence of meeting the Entry Requirements specified for you, or evidence of your right to study in the UK as applicable, we will be entitled to cancel the Contract on written notice to you, or suspend you from your programme and not allow you to enrol at TEDI-London, in each case without liability to you and we shall not be responsible for any related or ancillary costs or losses you incur.

9.7. By completing the enrolment process, you warrant and represent that:

9.7.1. you have an immigration status that entitles you to undertake your programme (see section 10 below for further details)

9.7.2. you have met all the Entry Requirements, and

9.7.3. the information provided by you to us in your application is true, accurate and complete and does not omit any material information relevant to your application, your attendance as a student of TEDI-London or your immigration status.

10. IMMIGRATION REQUIREMENTS

10.1. **We have a legal obligation to ensure that all students comply with UK immigration requirements and hold the appropriate visa. As part of the immigration process you will be required to have competency in the English language and there will also be other requirements relating to employment, health checks and attendance. Failure to comply with any of these requirements may result in your visa being cancelled and you being withdrawn from TEDI-London. More information about visa requirements is available on the UK Visa and Immigration website.**

10.2. On receipt of your application, we assess your fee status to determine the amount of tuition fees you are likely to pay. There is further detail on the process for this in the Student Fees Policy.

11. ENGAGEMENT WITH YOUR STUDIES

11.1. You should engage with all learning activities which form part of your programme, and you should only be absent for medical or other personal reasons agreed in advance with the Academic Director.

11.2. You should be aware that some programmes and modules require a specific level of attendance which will be clearly stated in the Programme or Module Specification. We will normally timetable our teaching to take place from Monday to Friday between the hours of 9.00 am and 6.00 pm.

11.3. There may be additional attendance and engagement requirements if you have a Student visa.

11.4. **If your engagement is considered unsatisfactory, we will invoke the processes outlined in the Attendance and Engagement Policy.**

12. CHANGES TO YOUR PROGRAMME

12.1. **Programmes are subject to review and development on an ongoing basis and changes may sometimes be necessary, for example to ensure that programme content is up to date and relevant, to comply with the requirements of professional bodies or because of student feedback or external examiner reports. We will normally only make changes where we consider it necessary to do so or in your best interests, but occasionally may have to make changes for reasons outside of our control.**

12.2. We will normally only make changes if the overall effect is either neutral or advantageous to you. Negative changes may sometimes be unavoidable because of unforeseen issues such as staff availability, student numbers or the availability of other resources, but we will seek to minimise the impact of any changes on you.

12.3. You agree that we may make non-material reasonable changes without giving you notice to ensure you are provided with the best quality of educational experience, including by keeping programme content and delivery up to date and relevant. We regularly formally review all our taught provision in line with national, professional

body and regulatory requirements to ensure that the design, academic standards and quality of learning opportunities remain appropriate to the awards to which they lead and are informed by reference to our Regulations and Policies, national benchmarks and relevant professional and employment demands.

12.4. We will not normally make a material change to your programme without the written agreement of a majority of those registered on the programme who will be affected by the change proposed. A material change is:

a. a change of award title,
b. a change to the availability of or discontinuation of a core module,
c. a change to the type of assessment for your programme.

12.5. We will take reasonable steps to consult with you and if possible, to obtain your consent (including where you are an applicant who has accepted an offer and may be directly affected by the change) and will inform you if that change is implemented. If our implementation of the change causes you exceptional detriment or hardship, we will work with you to try to reduce the adverse effect on you or find an appropriate solution, such as identifying an alternative programme for you at another institution.

12.6. If you remain dissatisfied with the changes, you will be offered the opportunity to withdraw from the programme and receive a refund, including any deposit you may have paid.

13. PROGRAMME CLOSURES

13.1. In exceptional circumstances it may be necessary to close your programme e.g. following advice from our regulator, loss of teaching staff or insufficient students registered on the programme to deliver the educational service required.

13.2. If we review a programme and decide to close it for future intakes, we will make sure that appropriate arrangements are in place for current students on the programme (including students who have deferred or are resitting) to complete the programme. We will continue to manage and maintain academic quality and standards and continue to provide appropriate learning opportunities.

13.3. If we withdraw a programme that you have applied for or accepted an offer on (for example because the numbers recruited to it are so low that it would not be possible

to deliver an appropriate quality of education for students registered on it), we will attempt to offer you an alternative arrangement such as a place at a different institution or a refund of your tuition fee and deposit if already paid.

14. PROGRAMME CHANGES OR CLOSURES IN INSTANCES WHERE WE CANNOT OBTAIN YOUR CONSENT

14.1. There may be instances where we are required to make changes to or to close programmes and cannot obtain your consent. This would include changes mandated by our professional bodies, or the Office for Students, or loss of regulatory body approval. In these instances, we would provide you with notice. This notice period would depend on the specific circumstances of the change or closure. We would provide reasonable steps to provide a notice period that allows you to complete your studies or transfer to another programme outside of TEDI-London. In these circumstances we would also:

- Create a plan to work with and support students affected, including communications
- Meet in person or virtually with affected students individually and collectively at the earliest possible opportunity to inform you about the situation and the reasons
- Set out the actions that we would take to identify alternative programmes
- Provide you with support from our wellbeing services
- Signpost the availability of support from the King's College London Students' Union
- Write to you to confirm the position and the information communicated verbally
- Provide timescales in which you may wish to submit formal responses dependent on the specific circumstances
- Confirm the process for any formal complaints about the implementation of the Student Protection Plan
- Make provision for any compensation in line with our Refund and Compensation Policy

14.2. Please consult the Student Protection Plan for further information.

15. COMPLAINTS

15.1. If you are an applicant and have concerns about the way your application was handled, you may wish to invoke the Admissions Appeals process outlined in the Admissions Policy.

15.2. Once you have enrolled as a student you are entitled to raise any concerns with any aspect of our service by means of the Student Complaints Policy. Our Student Complaints Policy explains how to submit a complaint to TEDI-London and how you can request a review of the complaint by the Office of the Independent Adjudicator for Higher Education (OIA) if you are dissatisfied with the outcome of the TEDI-London complaints process.

16. IT EQUIPMENT

16.1. You will have access to the use of TEDI-London's IT facilities while you are a registered student. You must be aware of and observe our IT Usage Policy.

16.2. **Personal IT equipment can be connected to the TEDI-London network as set out in the IT Usage Policy. If you connect to the network, you do so on the basis that you accept all risks associated with the connection (e.g. computer virus) and we accept no liability, save for loss or damage caused directly by the negligence or breach of contract by TEDI-London or our staff, and provided always that we accept no liability for any indirect and consequential losses.**

17. INTELLECTUAL PROPERTY

17.1. Intellectual property is the term used to describe the outputs of your creative and intellectual efforts, such as inventing a new process or product. It can allow you to own things you create in a similar way to owning a physical property. You can control the use of your IP, use it to gain financial reward and prevent others from using your IP without your permission.

17.2. The four main types of IP are:

a. Copyright – protects material such as literature, art, music, sound recordings, films and broadcasts.

b. Designs – protect the visual appearance or eye-appeal of products.

c. Patents – protect the technical and functional aspects of products and processes.

d. Trademarks – protect signs that can distinguish the goods and services of one trader from those of another.

17.3. More than one type of IP may apply to the same creation. Patents, registered trademarks, and registered designs are protected through application to the patent office in the countries where you seek to protect your work. Copyright and design rights are known as unregistered rights where your legal rights arise automatically upon creation of the work. There is no need to file an application for protection.

17.4. **As a general principle, you are the owner of all copyright and other intellectual property rights in the works which you create during your programme. Because of our close association with industry, outputs from some projects undertaken with industry may have alternative IP arrangements. Further information will be available in our IP Policy (forthcoming). As a student of TEDI-London, you agree to grant us permission to use your work or copies of your work (digital or otherwise) for academic, teaching and marketing purposes.**

18. DATA PROTECTION

18.1. As a Data Controller, TEDI-London is committed to protecting the privacy and security of your personal data in accordance with the General Data Protection Regulation (GDPR). Our Privacy Notice and Privacy and Data Protection Policy set out how we use, manage, and protect your personal information. We collect and process information about you under the terms of this contract for teaching and administrative purposes, as outlined in the record of processing activities (ROPA) document. As a data subject, you have several rights: you can request access to your data, ask us to correct any inaccurate data or to stop processing your data. For more information or to exercise your data subject rights, you can contact the Data Protection Officer.

18.2. We may check the accuracy of any personal information you provide against relevant external sources. We will process and store your data on secure networks and disclose data only within the terms of the Privacy Notice and Privacy Data Protection Policy. We are reliant on you for much of the data we hold. You can help us keep your records up to date by notifying us of any alterations to your address, personal details, or programme enrolments. For full details please refer to our Privacy and Data Protection Policy.

18.3. If you are dissatisfied with the way we have processed your personal data, or have any questions or concerns about your data please contact the Student Hub or Data Protection Officer, if we are not able to resolve the issue to your satisfaction, you have the right to complain to the Information Commissioner's Office (ICO).

18.4. We will monitor your attendance for the purposes of programme attendance requirements, immigration/student visa compliance and for professional body requirements. We will use this monitoring data as evidence of your engagement with the programme which may result in appropriate intervention.

18.5. You give us permission to share your data with King's College London and King's College London Students' Union in order that affiliate accounts can be created for you to access Students' Union services.

19. HEALTH AND SAFETY

19.1. We will take all steps necessary to ensure the health, safety, and wellbeing of all members of the TEDI-London community, including staff, students, and visitors, and we will conduct our affairs in such a way as to protect everyone who may be affected by our activities.

19.2. You should be aware of the safety rules applying to buildings, read the safety notices, know what to do in the event of a fire, and be aware of escape routes from your place of study or any other area you may occupy.

19.3. In addition, if you have either permanent or temporary mobility disabilities which might affect your ability to leave a building or use the stairs unaided, you should provide information to enable us to implement personal emergency evacuation plans (PEEPs) and fulfil our obligations in relation to fire safety arrangements.

19.4. There are restrictions on bringing hazardous materials or substances onto our premises which could give rise to safety or security concerns e.g. flammable materials, gas canisters, pyrotechnics, toxic chemicals, illegal substances, and drugs etc.

19.5. We will provide you with induction and training relating to health and safety appropriate to your programme of study. This will include:

a. fire evacuation

b. accident prevention and reporting (accidents should be reported to the member of staff in charge of the session or to the Student Hub)
c. safe use of materials/equipment
d. any hazardous substances
e. specific policies/safe working procedures
f. risk assessments/safety precautions.

19.6. Safety regulations and procedures will also apply during off site activities such as field trips. Everyone has a legal duty not to interfere or misuse anything that has been provided in the interests of welfare, or health and safety, and to co-operate with TEDI-London where duties are imposed under the Health and Safety at Work Act or other statutory provisions.

19.7. Your health and safety responsibilities include avoiding reckless behaviour and taking positive steps to identify, understand and report potential hazards. You are required to comply with safety rules and procedures and ensure that nothing you do or fail to do will place yourself or others at risk. In the first instance, any issues regarding health and safety should be reported to the Head of Facilities, Health and Safety.

19.8. **Our Student Discipline Policy may be invoked if you break specific safety regulations. Failure to follow safety rules may also result in a criminal prosecution.**

20. TUITION FEES

20.1. Our Student Fees Policy sets out everything you need to know about our Tuition Fees and the main points are summarised in our 'Key Facts about Fees' document.

20.2. You will be charged a **Tuition Fee** for each year of your programme. This fee covers the educational and related services made available to you whilst you study with us, including tuition/ supervisory services, access to learning and technical resources, assessment of submitted work, the use of special equipment, consumables, materials and facilities, support, and welfare provision.

20.3. For the 2022/23 academic year TEDI-London, will not charge additional fees to cover part or all the cost of special equipment, consumables, or facilities over and above the Tuition Fee. For further information, please see the Student Fees Policy.

20.4. The UK Government regulates the maximum Tuition Fee chargeable and any annual increments for Home undergraduate students (Students from England, Wales, Scotland, Northern Ireland, the Channel Islands, and the Isle of Man. Fee status will be determined upon application and may also depend on your residency status). TEDI-London's Tuition Fee level reflects the maximum applicable fee cap for undergraduate courses designated for statutory support.

20.5. We will not increase fees for Home students on regulated fees above the UK government's maximum regulated Tuition Fee limit set for the relevant academic year. Normally the UK government gives warning of any changes to regulated fees.

20.6. TEDI-London sets all other Tuition Fees which are part of the course; details can be found here. These Tuition Fees are reviewed annually and are subject to a maximum annual increase of the higher of 5% or the consumer price index (CPI) rate of inflation. See the Student Fees Policy for further details. We will publish fee changes on our programme web pages approximately one year in advance of the relevant academic year.

20.7. All prospective students joining TEDI-London must provide all necessary fee assessment information requested to the Admissions Team to enable your fee assessment to take place prior to the start of your programme. TEDI-London adheres to the guidelines as set out by the UK Council for International Student Affairs (UKCISA). Please refer to the UKCISA website for the rules and procedures regarding Tuition Fee status.

20.8. Except for specific cases, as defined by UKCISA, Tuition Fees will be charged relative to your fee status at the point of enrolment and will continue to be charged at that rate for the duration of the academic year.

20.9. **Before registering at TEDI-London we would ask that you have put in place arrangements to ensure that you have sufficient funds to cover your studies and any associated costs.**

Self-Funded Students

20.10. Students who are funding their own Tuition Fees may pay either pay in full or in three equal instalments on the designated dates set out below.

20.11. For programmes commencing September 2022, the designated payment dates for 2022/23 are:

Instalment 1	Due by Friday 30 September 2022
Instalment 2	Due by Friday 13 January 2023
Instalment 3	Due by Friday 14 April 2023

20.12. Any alterations to the instalment plan as set out can only be made with the written agreement of the Student Hub. Should you be considered by TEDI-London to have extenuating circumstances, the Student Hub may agree for the Tuition Fees to be paid on dates other than those specified. In this instance, TEDI-London reserves the right to request that evidence is provided to support this. Any agreement to alter the instalments entered into by TEDI-London will be subject to periodic review.

Students who apply for a Government Tuition Fee Loan

20.13. You will usually be given a Student Support Number ("SSN") or Customer Reference Number ("CRN"). Where approval has been given for a government loan TEDI-London will not invoice the student but will engage directly with the government loan provider.

20.14. You will have a separate contract with the government loan provider which it is your responsibility to fulfil.

20.15. Where you have not yet received a decision from the appropriate student financial provider as to whether you are eligible for a Government Tuition Fee Loan, you will normally be permitted to enrol as a self-funded student as set out in paragraphs 20.10 to 20.12.

20.16. Should your financial provider advise you that you are not eligible for support or that your application is still being assessed, your fee liability will be transferred to you, and you will be subject to the self-funding obligations in the previous section.

Students who are funded by an approved sponsor

20.17. If your Tuition Fees are to be paid by an approved sponsor such as an employer, it is your responsibility to ensure that your Tuition Fees are paid by your sponsor.

20.18. Information which must be provided to enable TEDI-London to invoice the sponsor correctly is set out below:

a. an official letter of sponsorship on the organisation's headed paper signed by an authorised signatory of the sponsor
b. the invoice address, contact details and name of the official contact at the sponsor, and
c. the full name of the student and the total amount of the sponsorship.

20.19. TEDI-London will invoice the sponsor directly and payment must be made in full in line with the payment terms (30 days) set out on the invoice. The option of paying by instalments is not available to sponsors.

20.20. Should the sponsor default on payments or withdraw funding, the liability will be transferred to you, and responsibility will fall upon you to clear any overdue balance in full. In these circumstances, you must contact the Student Hub and make acceptable arrangements to pay any outstanding Tuition Fees promptly.

International Student Payments

20.21. All international students who require a Student visa to study in the UK and are looking to study at TEDI-London will be required to pay a non-refundable deposit to secure a place on their programme and to obtain a Confirmation of Acceptance ("CAS").

20.22. At TEDI-London's sole discretion, certain students will be exempt from having to pay the deposit, for example Students from the United States of America who have approved US Federal Aid and Students fully funded by an official governmental body, the British Council or any international organisation, international company, university, or a UK Independent school. The amount of deposit payable, along with payment instructions, will be confirmed to you in your offer letter from TEDI-London. The minimum deposit payable for the academic year 2022/23 is £4,000 (four thousand British sterling pounds).

20.23. Deposit payments made to TEDI-London will be deducted from your total annual Tuition Fee liability as set out in the offer letter. Where payment of Tuition Fees by instalments is selected, the balance of the total annual Tuition Fee (after deduction of the deposit) will be split into 3 equal instalments. Instalments for 2022/23 are payable as set out below:

Instalment 1	Due by Friday 30 September 2022
Instalment 2	Due by Friday 13 January 2023

Instalment 3	Due by Friday 14 April 2023

20.24. We commence debt recovery action for unpaid fees after a period of 14 days and will contact you to discuss outstanding fees. Your account may be referred to a debt collection agency after this process has been exhausted and this may result in legal action being taken against you. The following also applies:

a. Unpaid Tuition Fees: Your assessment results may be withheld, you may not be allowed to continue with your programme, you may be prevented from registering for the next year of your programme or from receiving an award or from attending a graduation ceremony.
b. Other unpaid fees: you may be prevented from attending a graduation ceremony.

20.25. Refunds will be paid by the same method of payment to the payer of the fees to which the refund relates.

20.26. No discount on your Tuition Fees is given if you join the programme late.

20.27. Where admission onto our programmes outside of the normal cycle has been allowed in line with our Admissions Policy, tuition fees will be determined on a case-by-case basis.

21. CIRCUMSTANCES OUTSIDE OUR CONTROL

21.1. Circumstances outside of our control may include (yet are not exclusive to) the lack of availability of key staff without whom we cannot provide our services; over- or under demand from students; lack of funding; the acts or omissions of third parties; cancellation of third party licences; changes in the requirements of an accrediting body; strikes and other industrial action; and other events such as government restrictions, pandemics, civil unrest, severe weather or failure of public or private communications networks.

21.2. If our services to you are affected by an event referred to in paragraph 21.1, we will give you as much notice as possible and, where necessary, take reasonably practicable steps to mitigate the effects on the services it provides to you, which will involve every effort being made to preserve the continuation of your study.

21.3. We will not be liable for events outside our control which have not been foreseen (examples include industrial action, staff illness, changes to higher education funding).

22. OUR LIABILITY TO YOU

22.1. **If we fail to comply with our contract with you, we are responsible for any loss or damage you suffer that is a foreseeable result of our breach of contract or failure to use reasonable skill and care. However, we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time the contract was agreed.**

22.2. We do not exclude or limit in any way our liability for:

a. death or personal injury caused by the negligence of TEDI-London or its employees, agents, or sub-contractors,
b. fraud or fraudulent misrepresentation, or
c. any other act or omission, liability for which may not be limited by law.

22.3. Subject to paragraph 22.2, our total liability to you (whether in contract, tort (including negligence), breach of statutory duty, or otherwise), in connection with your contract with us shall be limited to the value of the tuition fees paid by you or on your behalf or the amount, if any, that we receive from our insurers in respect of a particular loss, whichever is the greater.

22.4. You will not be liable to us for any failure or delay in performing your obligations under this contract which is due to any cause beyond your reasonable control. Similarly, we will not be liable to you for any failure or delay in performing our obligations under this contract which is due to any cause beyond our reasonable control (including, but not exclusive to, those circumstances described in paragraph 21.1).

23. TERMINATING YOUR CONTRACT

23.1. **We may withdraw you, thereby terminating your contract at any time if you are in material breach of these Terms and Conditions for example (but not limited to) the following circumstances:**

a. If you have provided false, inaccurate, or misleading information in your application.

b. **If you fail to meet the specific conditions or requirements for your programme.**
c. **If you fail to meet the conditions of your offer letter.**
d. **If you no longer meet immigration requirements.**
e. **If you acquire a relevant criminal conviction, as defined by our accrediting bodies.**
f. **If you fail to register.**
g. **If you fail to progress through the programme, in line with the requirements set out in the Academic Award Regulations.**
h. **If you fail to pay your tuition fees by the required deadline.**
i. **If you are found to have committed serious misconduct, as outlined in the Student Discipline Policy.**

24. GENERAL

24.1. If any provision of this agreement is or becomes void, illegal, invalid, or unenforceable, that shall not affect the legality, validity, or enforceability of the other provisions.

24.2. These Terms and Conditions and the documents referred to in this document override any other communication, document or representation made by us, either in writing or orally. These terms and conditions are the entire understanding between you and us about your programme and replace any other undertakings or representations.

24.3. This agreement is personal to you; you are prohibited from assigning or transferring it or any of the rights and obligations under it to a third party.

24.4. Neither party intends that any of the terms of this agreement will be enforceable by any third party, by virtue of the Contracts (Rights of Third Parties) Act 1999.

24.5. Failure to enforce any of the provisions of this agreement will not constitute a waiver of any provision and will not affect our right to enforce that or any other provision.

24.6. A reference to a Regulation or Policy shall include any amendments made from time to time under that Regulation or Policy.

24.7. The relationship between us shall be governed by and in accordance with the laws of England and Wales and both parties agree to submit to the non-exclusive jurisdiction of the Courts of England and Wales.

APPENDIX A - STATUTORY CANCELLATION FORM

RIGHT TO CANCEL

You have the right to cancel your Student Contract within a 'cooling off' period of 14 days after the day you accept our offer of a place to study, provided you have not already begun your programme.

If you wish to exercise the right to cancel, you must inform TEDI-London in writing. You can do so by email (address) or you may wish to use this form.

EFFECTS OF CANCELLATION

If you cancel this contract, we will reimburse to you all payments received from you. We will make the reimbursement using the same means of payment as you used for the initial transaction. If you requested to begin the performance of services during the cancellation period, you must pay us the fee for the service performed from the moment of your request until your notification of cancellation.

I hereby give notice that I cancel my contract for the supply of the following service:

Contract for the supply of education services at TEDI-London for

…… (programme)

Date of Acceptance of Offer*:…….....…..

Name of Student: …….…….…….

Address of Student: …….…….…….

…….…….…….

…….…….…….

…….…….…….

…….…….…….

Signature of Student …….....
(not required if submitting form electronically)

Student Number: …….…….…….

Date of Cancellation: …….…….…….

****Please delete as appropriate:*** *if you have not yet registered, please confirm the date you accepted your offer; if you have registered, please confirm the date you registered.*