



TERMS AND CONDITIONS

1. INTRODUCTION

A contract between you and the JCA London Fashion Academy ("the Academy") is formed when you accept an offer of a place at the Academy. These terms and conditions set out the basis of your contractual relationship with the Academy.

These terms and conditions comprise part of the contract between you and the Academy about your course of study or research. The other parts of the contract are:

- Any documents, policies or procedures referred to in these terms and conditions;
- Any document setting out the Academy's offer to you (whether the offer is made directly by the Academy or indirectly by UCAS or another authorised agency); and
- Your enrolment form.

Together these form the entirety of the agreement between you and the Academy relating to your course and replaces any other undertakings or representations ("Agreement")

2. ENROLMENT

Enrolment is the process whereby you officially become a student of the Academy. The enrolment process requires you to:

- Ensure that the Academy has the correct personal details for you;
- Provide proof of your qualifications and fee status;
- Agree to abide by the Academy's regulations and policies;
- Pay your tuition fees in accordance with the Academy's payment instructions and to confirm who is paying these fees.

You must enrol with the Academy at the beginning of your studies. You must re-enrol at the beginning of each subsequent academic year of your course, in accordance with instructions issued by the Academy, in order to continue your course of study and maintain your student rights and privileges.

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

- You have paid the tuition fees;
- You have not been withdrawn from the Academy;
- You have met the relevant progression requirements for the previous years of your course

3. CANCELLATION BEFORE ENROLMENT

You have a right to cancel this Agreement within 14 days of your acceptance of an offer of a place to study at the Academy ("Cancellation Period"). You must inform the Academy of your decision to cancel within the Cancellation Period by writing to us:

E: admissions@jca.ac.uk

If you verbally inform any member of JCA staff of your decision to cancel the offer of a place to study at the Academy, you must also confirm in writing by email at the above email address.

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

Reimbursement of Deposit

Any reimbursement of fees for cancellation will be in accordance with the Tuition Fee Policy.

4. THE ACADEMY'S OBLIGATIONS TO YOU

The Academy will provide you with the tuition and learning support associated with your course with reasonable care and skill in the way described in the relevant specification and publication for the appropriate academic year.

The Academy will use its reasonable efforts to provide you with appropriate access to academic and other resources in support of your studies including:

- Suitable learning resources, including online learning resources;
- IT infrastructure;
- Pastoral support;
- Confidential disability, welfare and wellbeing advice and support;
- Careers and employability advice and support.

5.

HOW WE COMMUNICATE WITH YOU

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

The Academy will communicate with you via a variety of channels including letter, email and online notices. You should ensure that you keep your details up-to-date and also that you check Moodle and the Student Portal regularly.

6. CHANGES TO YOUR COURSE

In order to ensure that the Academy's courses remain current and relevant, they are subject to regular review. The Academy may from time to time need to amend modules, course content or the way that these are delivered, in order to:

- Respond to the Academy's Validating Partner(s)
- Comply with changes in the law;
- Comply with the requirements of the Academy's regulators and accrediting bodies;
- Make updates to reflect best practice and academic developments for the benefit of students;
- Adjust it as a result of staff changes; or
- Improve course quality in response to student, industry or external examiner's feedback or
- To accommodate and respond to refurbishment and development work taking place on campus.

Where changes are necessary, the Academy reserves the right to make that change however will give you reasonable notice, which will include details of why the change was necessary, and what has changed. The Academy will take all reasonable steps to minimise disruptions to students.

Below is an indicative but not exhaustive list of changes that may be necessary:

- to alter the timetable, location and number of classes of your course;
- to make reasonable variations to the content and syllabus of your course including in relation to placements, to ensure that the course remains current and relevant.
- changes to assessment as a result of student, industry or external examiner feedback.

Where there are material changes to your course, the Academy will:

- Use its reasonable endeavours to 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;
- Consult you on the changes and give you an opportunity to provide feedback;
- Take account of your feedback in our decision and will attempt to minimise any adverse impact on you.

In all cases, material changes following enrolment will be subject to the Academy's Student Protection Plan as published on its website.

If between the time of your acceptance of an offer and before enrolment the Academy discontinues, or makes fundamental changes to your course, and you do not wish to accept the replacement course and have notified the Academy, we will reimburse you for any tuition fees and/or deposits paid by you.

7.

YOUR OBLIGATIONS TO THE ACADEMY

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

You must familiarise yourself with and adhere to all Academy regulations, policies and codes of practice that are published on the Academy's website and as revised from time to time.

You should provide accurate information on application and enrolment (students discovered to have falsified or misrepresented information may be liable to expulsion from the Academy).

You must abide by the Academic Regulations as set by the Academy and its Validating Partner(s). These describe the academic regulatory framework of your Programme and give information about the requirements for awards. They include important information about academic performance and requirements for continued study.

You are expected to take responsibility for your studies including in-person attendance at all scheduled teaching, examinations and submission of assessments.

You must comply with your obligations as outlined in the Student Code of Conduct.

The Student Code of Conduct contains important information about the expectations that the Academy has of you as a student and the relevant procedures and processes to be followed.

You will take reasonable care of yours and others health and safety within the Academy community and will co-operate with the Academy 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 Academy.

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

You must also abide by any other course specific requirements as set out in the course 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.

8. FEES AND PAYMENT

The Academy charges tuition fees for delivery of its courses ("Tuition Fee"). You will be informed of your Tuition Fee as part of your offer letter.

You are bound by the Academy's Tuition Fee and Refund Policy which sets out the requirements to pay Tuition Fees, refunds in the event of withdrawal and the consequences of non-payment.

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 Academy you will be liable for the Tuition Fees up until formal notification of your withdrawal is received by the Academy in accordance with the Fee Policy.

The Academy reserves the right to increase your Tuition Fees on re-enrolment in line with the Retail Price Index ("RPI") annual rate of inflation.

If you do not pay the Tuition Fees in accordance with the Academy's Tuition Fee and Refund Policy, the Academy reserves the right to withhold your results and to not permit you to graduate.

The Tuition Fees do not include any fees payable for traveling expenses, field trip expenses, course materials or other miscellaneous expenses which may be related or required as part of your course.

9. ADHERENCE TO IMMIGRATION RULES

The Academy is required by the UK Home Office to report to them any instance of non-attendance, period(s) of unauthorised absence, change of course, withdrawal/discontinuation of study, early completion, and compliance with rules disallowing work (paid or unpaid) at any time during your studies. You must keep the Academy informed of any changes as soon as possible.

If you provide false or misleading information or supporting documents in relation to your application and/or enrolment for a student visa or other visa the Academy will withdraw its sponsorship for your studies and will notify the UK Home Office.

If you are admitted under a UK Visa and Immigration ("UKVI"), short term study visa or other temporary immigration status, it is your responsibility to ensure you comply with the conditions of your visa and UKVI immigration rules during the course of your studies at the Academy. If you are not compliant with the conditions of your visa and/or immigration rules, the Academy has the right to withdraw you from the course. The Academy will withdraw its sponsorship for your studies and notify the UK Home Office accordingly.

In the event the Academy has to withdraw its sponsorship for your studies as a result of your non-compliance with your visa conditions and/or UKVI immigration rules, you will not be entitled to a refund of your Tuition Fees.

If you are a non UK/EU/EEA national but not sponsored under your visa, you will need to provide evidence of your right to remain in the UK before you can be enrolled. You must inform the Academy of any changes to your immigration status. If you are not able to provide evidence of your right to remain in the UK at any point, your enrolment will be terminated.

You must inform the Academy of any changes to your immigration status. If you are not able to provide evidence of your right to remain in the UK at any point, your Contract will be terminated.

You are advised to check the Home Office website for the most up-to-date immigration position.

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 Academy reserves the right not to enrol the student and/or terminate the contract.

10. ATTENDANCE AND ASSESSMENT

In order to succeed on your course you'll need to attend all scheduled classes. The Academy will monitor student attendance at scheduled classes in order to identify, improve and support student experience, engagement and progression during the course of your studies.

Any International student who does not attend in accordance with the required minimum rate will have their sponsorship withdrawn and this will be reported to UK Home office.

You must submit assessments as required and as outlined in your module study guides. Students who fail their modules or who do not submit to assessment may not be able to progress as outlined in the Academic Regulations.

Payment of bursaries and scholarships from the Academy will depend upon your continued engagement and progress.

11. CRIMINAL CONVICTIONS

When you apply to the Academy, you must disclose any unspent criminal convictions. The Academy will consider whether such convictions are compatible with membership of the Academy and, in particular, with a place on your course.

Once enrolled as a student, you must inform the Academy immediately of any criminal charges or convictions received.

Failure to disclose any relevant criminal convictions could lead to termination of this Agreement.

12. INSURANCE

The Academy has appropriate public liability insurance. It will also provide insurance for any field trips you undertake with the Academy. However you should ensure that you insure your personal belongings which are brought into the Academy at your own risk. You may also be required to take out other types of insurance, for example, health insurance while on overseas placement.

13. COLLECTION AND PROCESSING OF DATA

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

The Academy needs to collect, hold and process your personal data for the purposes of administering and managing your course and all other services provided to you. Personal data includes your student records, application data, assessment marks, residence data, attendance data, accessing learning materials and financial data.

The data will be processed in line with the General Data Protection Regulation and Data Protection Act 2018, the Academy's Data Protection Policy.

At enrolment, you will be asked to consent to the Academy processing your sensitive personal data which comprises your ethnicity, sexual orientation and any relevant criminal convictions. Provision of this information is optional other than relevant criminal convictions which you must disclose.

14. DISCLOSURE TO STATUTORY/ PUBLIC THIRD PARTIES

The Academy will be required by law to disclose some of your personal data to certain statutory and public bodies. The following are the statutory bodies the Academy may disclose student personal data to (indicative not exhaustive list):

- The Higher Education Statistics Agency (individualised statutory returns made by all Universities)
- The National Students Survey, the Graduate Outcomes survey, and other processes intended to enhance the student experience
- Student Loans Company
- The UK Home Office

Upon graduation you will be invited to join the Academy'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.

15. INTELLECTUAL PROPERTY

All intellectual property rights developed by students as part of their course normally belong to you the student ("Student IP") subject to certain exceptions, such as collaborative work, full details of which can be found in the policy governing intellectual property.

For the purposes of teaching, research, internal administration, and other non-commercial use, you must agree to grant the Academy the ability to use your assessments where you have created intellectual property.

Where the Academy makes use of Student IP, it will use its reasonable efforts to acknowledge the authorship and inventorship of any such Student IP.

16.

FEEDBACK AND COMPLAINTS

We will regularly ask for your feedback on your course and our facilities and services through module evaluations, surveys and student forum meetings to help us improve our services to you.

Should you wish to make a complaint the Academy has in place a policies which sets out how complaints may be made.

If you are an applicant to the Academy, you may raise a complaint or an appeal about the manner in which your application was handles in accordance with the Admissions Policy.

If you are an enroled student of the Academy and you have an issue with your course or a particular service, you should raise this in accordance with the Student Complaints Policy which comprise three stages to the complaint process, stage 1) Informal Resolution, stage 2) Formal Complaints Procedure and stage 3) Review.

If the complaint remains unresolved after exhausting the Academy'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 ("OIAHE").

17.

LIMITS ON THE ACADEMY'S LIABILITY TO YOU

This clause sets out the limits of the Academy, its officers, employees or agents, legal liability to you. The Academy is responsible to you for any direct foreseeable loss and damage caused as a result of its failing to carry the obligations under this Agreement to a reasonable standard or breaching any relevant duties that are owed to you by law, unless that loss is attributable to your own fault or the fault of a third party.

Nothing in this clause limits liability arising from:

- Death or personal injury caused by the negligence of the Academy or its officers, employees or agents; or
- Fraud or fraudulent misrepresentation.

The Academy and its officers, employees or agents shall not be liable, and expressly exclude liability to the fullest extent by law for:

- any loss, theft, misuse or damage to your property, including without limit any motor vehicle, cycle, personal equipment or such other personal belongings whilst such property is on Academy premises;
- any loss that you would not have suffered if you had taken reasonable steps to avoid or reduce the loss;
- death or personal injury that is not caused by negligence of the Academy or its officers, employees or agents
- changes to law that require a change of these terms and conditions.
- loss of opportunity and loss of income

Although the Academy will try to ensure that computer equipment and software available for your use has reasonable security and anti-virus facilities and protections, you use such computer equipment and any software provided by the Academy at your own risk. The Academy shall not be liable for loss or damage suffered by you as a result of the use of any computer equipment or software provided or made available by the Academy, including any contamination of software or loss of files.

The Academy will not be in breach of this Agreement or liable to you for loss arising from delay in performing or failing to perform its obligations under this Agreement if such delay or failure is due to events outside the Academy's control which could not have been foreseen or prevented even if we had taken reasonable care. Events outside our control include but are not limited to strikes and industrial action, staff illness, or unanticipated departure significant changes to Higher Education funding, severe weather, natural disaster, epidemic or pandemic, fire, flood, war, civil disorder or unrest, riot, terrorist attack or the threat of it, or loss of any recently anticipated plans and approvals and where numbers recruited to a course are so low that it is not possible to deliver an appropriate standard of education for students enrolled, and restrictions imposed by the government or public authorities. In such circumstances, the Academy reserves the right to cancel, delay or change part or all of your course.

18. TERMINATION OF AGREEMENT

By You:

You may withdraw from your course and terminate this Agreement at any time. To withdraw from the course you must give notice, in writing to the Academy. You should contact your course leader to initiate the process for withdrawal.

You will 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.

If you withdraw part way through your Course you must pay the Tuition Fees up until the point you communicate your withdrawal.

Any refund which may be due to you will be in accordance with the terms of the Academy's Tuition Fee and Refund Policy.

By the Academy:

The Academy may withdraw your offer or terminate this Agreement in writing with immediate effect (subject to your rights of internal appeal) if:

- You or your sponsor fail to pay the Tuition Fees at their due date;
- You failed to meet the conditions of the offer made to you;
- You provided false, incomplete, inaccurate or misleading information in your application to the Academy or at any other time;
- Action has been taken against you in accordance with the Academy's disciplinary procedures;
- You fail to meet the Academy's progression or award requirements;
- You fail to meet your obligations under your study visa or you no longer have permission to study in the United Kingdom;
- You are unable to meet the requirements of your course including obtaining/maintaining membership of specified organisation;
- Your behavior represents a serious risk to the health, safety or welfare of yourself or others; or
- You materially breach these Terms and Conditions.

You have a right to submit an internal appeal of the Academy's decision to terminate the Agreement under the Student Complaints Policy or the Appeals Regulations as appropriate..

Consequences of termination

If at any time this Agreement terminates:

- the Academy shall be entitled to refuse to enrol you on your course (if, at the date of termination, you have not already enrolled);
- the Academy shall be entitled to require you to stop studying on your course and to leave the Academy immediately (if, at the date of termination, you have enrolled);
- you are required to return to the Academy office your Student Identification Card issued to you on enrolment, together with all property owned by the Academy;
- You must pay all outstanding fees immediately.

Notices

Any notice given under this Agreement will be in writing.

The Academy will send any notice to you either by email to your Academy 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.

You must send any notices by email marked for the attention of:
Registry@jca.ac.uk

19. GENERAL

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.

These terms and conditions are personal to you and you may not transfer them or your rights under them to anyone else.

Only you and the Academy are parties to this Agreement. No other person shall have rights under the Contracts (Rights of Third Parties) Act 1999 to enforce the terms of this Agreement.

Failure or delay by you or the Academy 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 Academy from taking steps to enforce that or any other provision.

This Agreement 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.

