

## Terms & Conditions

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<b>Produced by</b>	Compliance Team	<b>Approved by</b>	Senior Leadership Team
<b>Related policies</b>	<ul style="list-style-type: none"> <li>• Admissions Policy</li> <li>• Attendance and Engagement Policy</li> <li>• Student Handbooks</li> <li>• Academic Appeals Policy</li> <li>• Student Complaints Policy</li> <li>• Academic Misconduct Policy</li> <li>• Student Privacy Notice Policy</li> <li>• Student Disciplinary Policy</li> </ul>		
<b>External reference points</b>	<p>Competition and Markets Authority (CMA): Consumer Law Advice for Higher Education Providers</p> <p>Office for Students Condition C1: The provider must demonstrate that in developing and implementing its policies, procedures and terms and conditions, it has given due regard to relevant guidance about how to comply with consumer protection law.</p> <p>Core Practice Q1: The provider has a reliable, fair, and inclusive admissions system.</p> <p>Information provided to prospective students for recruitment and widening access purposes supports students in making informed decisions.</p> <p>Data Protection Act 1998, 2018. Article 51 GDPR</p>		

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## **1. Background & Purpose**

These Terms and Conditions apply to higher education courses offered by LCK Academy (LCKA) either independently or in collaboration with a partner organization. If there is a partnership, applicants should also review the Terms and Conditions provided by the partner after receiving an offer letter from them.

By providing you with these Terms and Conditions, we ensure that you are fully informed about the rights and obligations that accompany your enrolment in our courses. By signing the enrolment form, your agreement to enrol in a course at the Academy signifies that you understand and consent to the following terms and conditions. This creates a legally binding agreement between you and the Academy.

## **2. Aims & Objectives**

The main aims of these Terms & Conditions are to ensure:

- Students are aware of and comprehend the specifics regarding their association with the Academy.
- Students can reconsider their decision to enrol in a course after understanding the legally binding terms of their association with the Academy.

The Academy adheres to the expectations set by the UK Consumer and Markets Authority (CMA) by ensuring that our Terms and Conditions achieve the following aims:

- Incorporate guidelines and standards that are easily understood and openly disclosed.
- Establish an equal balance between students' rights and duties and those of the Academy.
- Ensure that students are informed straightforwardly about any unexpected or crucial terms they should be aware of.
- To make sure that terms and conditions are in the interest of fairness to all prospective students and current students.

### 3. Application

These Terms and Conditions apply solely to students who are currently enrolled or intend to enrol in one of LCKA's higher education courses. At present, these courses include the following:

- Pearson BTEC HND in Business (Entrepreneurship and Small Business Management)
- Pearson BTEC HND in Hospitality Management

Students who have inquiries regarding any course should contact the Admissions department at the Academy via email at [admissions@lckacademy.org.uk](mailto:admissions@lckacademy.org.uk) for assistance and guidance.

### 4. Definitions

**LCK Academy, the Academy, LCKA, or We or Us (Our for belonging to Us)** means:

LCK Academy is a company registered in England and Wales (company number: 14301831), as now or in the future constituted (and any successor).

Full Business Name: LCK Academy Ltd

Registered Office Address: 20-22 Wenlock Road, London, England, N1 7GU

Contact: Telephone on +44 (0)72358971605

**"You," "Your," or "the applicant"** refers to the individual who has been offered a position at the Academy and has filled out and signed the Acceptance of Offer Form.

**Admission:** This happens when you agree to accept the offer and are eligible to enrol as a student at the Academy.

**Enrolment:** This indicates that you have agreed to these terms and conditions and accepted an offer to join a course, filled out and submitted an Acceptance of Offer Form, and attended the course Induction.

**Re-enrolment:** occurs yearly and requires registered students to confirm their continued studies at the Academy by a stated deadline.

**Deferral:** This indicates that you have been accepted into a course, but you wish to begin it at a later time. To do so, you must seek approval from the Academy for a deferral. Deferrals are only permitted at the beginning of a term and are limited to a maximum of one academic year.

**Entry:** This indicates that you have attended a course for the first time based on the conditions outlined in these terms and conditions.

**Overseas students:** International students are individuals who are not citizens of the UK and come to the UK specifically for educational purposes. This category encompasses students holding a student visa. However, these students are not eligible to apply for a loan from Student Finance England (SFE) to cover their Tuition Fees.

**Self-funded students:** Self-funded students are individuals who finance their studies independently. They are responsible for paying their fees or the initial instalment before beginning the course and do not receive any financial assistance from Student Finance England (SFE).

**Funded students:** These students are individuals who obtain a loan from Student Finance England (SFE) to cover their Tuition Fees.

**Tuition Fees:** This refers to the sum of money required to cover the expenses of your Tuition at the Academy.

**Sponsored Students:** These students have their Tuition Fees covered by an entity that is not a family member or a friend. This could be a company, charity, or a government representative from their country.

## 5. Fairness

The Academy is dedicated to embracing the advantages of fairness by fostering a diverse and inclusive community of students and staff, where everyone is treated equally.

Discrimination of any kind is not tolerated. Please refer to the Academy's Equality and Diversity Policy for further information.

In compliance with the protected characteristics outlined in the [Equality Act 2010](#), the Academy does not discriminate against individuals based on the following:

- age
- disability
- gender reassignment
- marriage and civil partnership
- pregnancy and maternity
- race
- religion or belief
- sex
- sexual orientation.

We offer equal opportunities to all individuals to apply for and enrol in courses at the Academy. If you require additional support, please approach a staff member, and we will assist you to the best of our abilities. This includes making reasonable accommodations for individuals with disabilities or learning challenges.

## 6. Documentation

It is important that you read the following documents before accepting an offer to enrol in a course at LCKA.

- The Letter of Acceptance from the Academy making you an offer to enrol on a course you have applied for
- The Student Agreement for Learning.
- These Terms and Conditions
- The Tuition Fees, Refunds, and Compensation Policy
- The form for confirming Acceptance of an Offer
- The Student Handbook
- The Academy's policies and procedures, which can be found on the Academy's website; whilst you are not expected to read every policy, you should read the following as a minimum:
  - Non-Academic Student Discipline
  - Academic Misconduct
  - Attendance and Engagement

By enrolling in a course at the Academy, you are indicating your acceptance of these Terms and Conditions. When you submit the Acceptance of Offer Form, a legally binding contract between you and the Academy is established.

## **7. Admission & Enrolment**

### **7.1. Offer Letter**

If your application is successful upon review, you will receive one of the following letters from LCKA:

- An Unconditional Offer Letter for a course offered independently by LCKA
- A Conditional Offer Letter for a course offered by LCKA in partnership with a partner organisation (university or college).

If you receive a Conditional Offer from LCKA, you must wait for the final decision regarding your application by the LCKA partner organisation. If the partner organisation decides to approve your application, they will send you an Unconditional Offer.

The Unconditional Offer letter from LCKA outlines the specific course you are eligible to join and provides instructions on how to complete your course enrolment.

The Unconditional Offer Letter from the LCKA partner organisation may differ from one organisation to another. Applicants should read the partner organisation's Terms and Conditions in addition to the LCKA Terms and Conditions before accepting their Unconditional Offer.

### **7.2. Acceptance of an Offer Form**

If you decide to accept the course offer extended to you, you must fill out an Acceptance of an Offer Form. Upon completing this form, you will then be able to officially enrol in the course.

### **7.3. Your Agreement**

When you fill out the Acceptance of an Offer Form, you agree to the following:

- These LCKA Terms and Conditions
- Signing the Student Agreement for Learning
- The LCKA Tuition Fee, Refund, and Compensation Policy
- If you are not financed by Student Finance England (SFE), you can create a payment plan that includes agreed-upon payments to the Academy.

#### **7.4. Fees for Home Students**

If you are approved for a student loan, Student Finance England (SFE) will pay your fees in instalments directly to the Academy. Self-funded or sponsored Home Fee Status students are required to pay the entire academic year's costs at the start of their programme.

#### **7.5. Sponsoring International Students**

The terms and conditions in this section are only activated if the Academy has the ability to sponsor international students to come and study on a Student visa at the Academy in the UK.

International students should check the LCKA website or contact us at [admissions@lckacademy.org.uk](mailto:admissions@lckacademy.org.uk) to find out if the Academy is registered with UK Visas and Immigration (UKVI) division of the Home Office as a licensed sponsor of international students, with the ability to issue a Confirmation of Acceptance for Studies (CAS). LCKA must have a sponsorship licence in order to provide a CAS to international students.

CAS is essential for international students to make a successful student visa application to the UK. You must have a CAS reference number from a licensed sponsor in the UK so that you can apply to the UKVI for a visa to come and study in the UK. An overseas student must pay their entire academic year tuition fee, whether self-funded or sponsored, before the Academy will issue a CAS.

International students with a CAS cannot study on any other course or change their course whilst they are in the UK.

If the Academy has a sponsored licence from the UKVI, we will need to comply with UK immigration rules and regulations for to all international students attending our courses in the UK. If we have issued you with a CAS and you are attending one of our courses in the UK, you should be aware that the Academy will need to inform the Home Office if any of the following applies:

- You fail to enrol, register or arrive by the time you were expected
- Your Student visa has errors, such as incorrect length or conditions of stay
- You stop attending classes or otherwise engaging with your studies
- You change course, interrupt or withdraw from your course or any other change of circumstances in relation to your studies
- We have any evidence that leads us to believe you are in breach of your visa

We are also required to:

- Keep a record of all the UK addresses and telephone numbers that you have used
- Keep a copy of your UK immigration documents and passport
- Monitor your attendance and engagement with your studies

If you are an international student enrolling at the Academy, by accepting these terms and conditions you are giving your consent for the Academy to contact the Home Office on your behalf, and for the Home Office to release information about you to the Academy.

For further details on the requirements and expectations for international students who have been issued with a CAS by the Academy, see the Academy's International Student Policy.

## 7.6. Termination of enrolment

Your enrolment may be terminated if you:

- Give false or deceptive information
- If you do not fulfil any of the conditions outlined in your Offer Letter.
- If you have any spent or unspent criminal convictions as explained in the Academy's Admissions Policy.
- If you do not pay the necessary tuition fees as outlined in the Academy's Tuition Fee, Refund, and Compensation Policy, or fail to provide payment-related information.
- If you are unable to demonstrate that you are legally authorized to study in the UK.

Please note that providing false information about yourself during your visa application is against the law. If you engage in this behaviour, your course will be terminated, and the Academy may retain the fees you have already paid.

## 7.7. Re-enrolment

Typically, each time an academic year begins, you will re-enrol at the Academy. But you **might** not be permitted to re-enrol if you:

- have unpaid tuition fees owed to the Academy or have violated any regulations outlined in the Tuition Fee, Refund, and Compensation Policy.
- have engaged in or been found guilty of a relevant criminal offence as explained in the LCKA Admissions Policy
- have been withdrawn from the Academy due to not meeting academic standards or violating Academy rules or policies.
- are temporarily suspended from the Academy.

## **8. Cancellation**

### **8.1. Cooling off period**

After filling out the Acceptance of an Offer Form, you have 14 days to cancel your agreement with the Academy. This interval is known as the 'cooling-off' period. If you cancel within this timeframe after accepting an offer on the course, you will receive a refund for any money you have already paid.

### **8.2. Cancellation of Studies Form**

To discontinue your course, please complete a Cancellation of Studies Form and email it to [admissions@lckacademy.org.uk](mailto:admissions@lckacademy.org.uk)

### **8.3. Refund after cancellation for self-funded students**

If you are self-funded and have paid fees for a course you intend to attend, you have 14 days from accepting the offer to discontinue the course. During the cooling-off period, the Academy will refund any payments made within 20 days. To claim a refund, you must give written proof of your cancellation using the Cancellation of Studies Form or send an email to [admissions@lckacademy.org.uk](mailto:admissions@lckacademy.org.uk).

### **8.4. Deferral**

If you have been offered a place on a course, you may request that your studies be deferred. This occurs when a student is interested in taking the course but cannot begin until a later date. The Academy will accept your request to delay your studies for one academic year only. If the Academy agrees to let you defer your studies, you may be eligible for a refund under the Academy's Tuition Fee, Refund, and Compensation Policy. A student cannot defer their studies unless they acquire written permission from the Academy. If the unit's course is full, the Academy may defer or refuse a student's enrolment.

## **8.5. Withdrawal**

If you decide to withdraw from the course after the 14-day cooling-off period, you must follow the Academy's termination procedures and may be unable to receive a refund.

If you have low attendance and engagement, you may be withdrawn from the course. You will be warned about your attendance and engagement before being withdrawn. Please refer to the Attendance and Engagement Policy.

## **9. Our Commitment**

### **9.1. Commitment to Quality**

The Academy is committed to delivering an exceptional learning and teaching environment for students to the best of our ability. We commit to meeting the high standards of education set by regulatory bodies overseeing higher education in the UK. Our goal is to surpass these standards and continuously enhance the quality of education we offer.

However, it is important to note that the Academy cannot guarantee that every student will achieve their desired or anticipated results. Student success is influenced not only by the Academy's efforts and teaching quality but also by each student's dedication and effort to learn. Students who do not invest sufficient effort or demonstrate the required level of commitment cannot expect to complete the course successfully.

### **9.2. Student Protection Plan**

The Academy makes efforts to ensure that students can complete their courses at the Academy. However, some situations, such as a pandemic, may make it difficult for the Academy to continue running its courses as usual. The Academy Student Protection Plan (SPP) takes into account any risks to your studies that may arise throughout a course. The SPP on the Academy's website provides information on what measures the academy will take in the event of an unexpected crisis.

### **9.3. Changes to Courses**

The Academy always strives to offer the course(s) that it promotes on its website and in other publicised materials. The Academy will not change its curriculum unless it is required for the benefit of the students. The Academy will listen to student feedback and endeavour to make the improvements they request when attainable. Due to unforeseen events, for example a pandemic breaking out, then the Academy may need to update the curriculum, make staff changes, or adjust the weekly timetable; should such an event occur then students will be consulted with as soon as possible. If the Academy must make significant adjustments, such as being unable to deliver a specific course in which the student has enrolled, students will be entitled to withdraw from the course with no financial penalty.

### **9.4. Course Overview**

When you apply for the course, you will receive a Course Overview. The Course Overview will provide you with the whole academic calendar as well as the dates for each term of study. The Course Overview will also include information about the units you will study, including all learning outcomes. The Course Overview also includes information on the course's learning, teaching, and assessment techniques. You can also learn more about the units you'll be studying on the [LCKA website](#).

### **9.5. Course Schedule**

The Academy will give students a weekly class timetable for each term. The Academy will only adjust the timetable if it is necessary to benefit the pupils. The Academy will notify students via email at least one week before making any minor modifications to the schedule, such as changing the lesson hours. The Academy will notify students via email at least three weeks before making any significant modifications to the course, such as changes to units or course content.

## **9.6. HND Pathways**

The Academy will only be able to offer a certain pathway in its Higher National Diplomas (**HNDs**) if there are enough students registered on the course. If an insufficient number of students are enrolled in a course with a specific pathway, the Academy may have to discontinue the course. If such an event should occur then in alignment with the Academy's student protection plan, you will be offered an opportunity to attend another course with an alternative pathway, or you will be able to cancel and withdraw from the course without any financial penalty.<sup>1</sup>

## **9.7. Course Closures**

If the Academy is unable to keep offering your course, we will strive to help you enrol at another Academy that provides the same course. If the course you are taking closes, you will be able to withdraw with no financial penalty. You may also be entitled to receive compensation under the Academy's Tuition Fee, Refund, and Compensation Policy.

## **9.8. Consumer Protection**

The Academy adheres to consumer protection legislation guidance. If the Academy modifies its courses, public information or policies and practices, it will ensure that all students are consulted regarding the changes.

# **10. Your Obligations**

## **10.1. Code of Conduct**

When you register for a course, you pledge to behave with dignity and respect towards all members of the Academy's community. You agree to follow the expectations outlined in the Academy's policies and procedures available on its website. It is important to note that failure to adhere to Academy standards and appropriate behaviour may result in disciplinary action being taken against you. If a disciplinary hearing finds that you have behaved inappropriately, then you should be aware that you may incur penalties. For severe breaches of the Academy's code of conduct you may be suspended or expelled from the Academy.

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<sup>1</sup> Currently, the Academy offers the Entrepreneurship and Small Business Management pathway in HND in Business and the General pathway in HND in Hospitality Management in collaboration with Strode College.

## **10.2. Important Policies for Students**

Please make sure that you read and understand the following policies and procedures:

- Admissions Policy
- Student Code of Conduct
- Attendance and Engagement Policy
- Student Handbook
- Academic Appeals Policy
- Student Complaints Policy
- Academic Misconduct Policy
- Non-Academic Student Disciplinary Policy
- Student Privacy Notice Policy
- Student Support & Welfare Policy
- Tuition Fee, Refund and Compensation Policy

Make sure you read the Student Handbook and Academic Misconduct Policy, specifically the sections on Extenuating Circumstances and Plagiarism. If any of these policies are unclear to you, then for further information and clarification please contact us at [info@lckacadecmy.org.uk](mailto:info@lckacadecmy.org.uk)

## **10.3. Contact Details**

In the Acceptance of Offer Form, you must commit to using your Academy email account, which you will receive after enrolling. It is important that you check your Academy email address for any notifications to ensure that you are up to date. You also commit to keeping the Academy up to date on your contact information and to notify us immediately if it changes.

## **10.4. Attendance**

When you sign up for a course, you agree to attend and participate in all the scheduled teaching and assessment activities. This is outlined in our Attendance and Engagement Policy. In addition to the hours required to attend class, you are expected to study independently. Reading the Student Handbook or Course Overview will inform you of

how many independent study hours you are required to complete.

### **10.5. Learning Difficulties or Medical Conditions**

If you have a learning disability or a medical condition that may impair your ability to study, and you did not declare so during your application, then please notify the Academy as soon as possible. The Academy will do everything possible to make reasonable accommodations so that students with disabilities, learning difficulties or medical problems can enrol in a course.

However, the Academy reserves the right to withdraw a student if we are unable to make the reasonable accommodations that are necessary to meet your individual needs safely and fairly. Before taking any action, the Academy will discuss all available choices with you. In addition, the Academy will seek professional guidance before making a decision.

### **10.6. Student Progress**

To guarantee progress in their course students must:

- Attend all their classes.
- Submit all their work by the deadlines.
- Pass all their assessments and examinations.<sup>2</sup>

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<sup>2</sup> Exceptionally, compensatory credit may be awarded. For example. Students can fail one 15-credit unit of the HNC and HND and still pass the overall qualification.

## Communications

When you enrol for a course, you are committing to maintaining regular communication with the Academy using the appropriate channels. These methods include the following:

- You will receive a student email address from LCKA or a partner organisation. Students must communicate with the Academy using the institutional email address rather than their personal email whenever possible. We will only utilize personal emails when we are unable to contact a student in any other manner, or they do not respond to their student email.
- Only if your Academy or partner institution email is not working properly, may you contact the Academy via your personal email address. When your Academy or partner institution email works again, you must communicate with it again. You may call personnel via telephone if you have anything urgent to communicate.
- We will grant you login access to our Virtual Learning Environment (VLE), or to the VLE of a partner institution if it is available to you. You must use the VLE to obtain the necessary course information, gain access to electronic resources, and submit your assignments by the deadline.
- It is essential to regularly monitor both your institutional email account and the Virtual Learning Environment (VLE) for any new messages, and that you promptly respond to any requests for information without delay.
- While you are studying with us, it is important to inform the Academy if there are any changes to your address, phone number, or email address.

## 11. Tuition Fees

### 11.1. Students with a Loan

Eligible students can obtain a loan from Student Finance England (SFE) to cover their tuition fees. Students financed by Student Finance England SFE will pay their fees in instalments straight to the Academy or its partner.<sup>3</sup> Fees paid through an SFE loan are subject to different Terms and Conditions set by the UK Government at

<https://www.gov.uk/student-finance>

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<sup>3</sup> Our current Partner is Strode College, but these Terms and Condition would apply to any future partnership the Academy may form.

When you take out an SFE loan, you must repay the debt to the Student Loan Company (SLC) whenever you reach a particular income level. You should ensure that you understand how much money you will owe when you finish your studies.

You will need to start repaying your student loan in the first April that comes after you finish or leave your course.

The amount of student loan money you will have to repay each year depends upon when you started your course.

If you started your course before 31 July 2023, you will be required to pay 9% of any income you make over £27,295 a year.

If you started your course after 01 August 2023, you will be required to pay 9% of any income you make over £25,000 a year.

For further details please see the SLC link below

[Student loans: a guide to terms and conditions 2024 to 2025 - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/student-loans-a-guide-to-terms-and-conditions-2024-to-2025)

If SFE does not cover a portion of your tuition expenses, you may be required to pay the remaining fees to the Academy yourself, even if you withdraw, postpone, or cancel your studies.

## **11.2. Students with no Loan**

Students, including overseas students and those who are not qualified for a loan, are responsible for paying their own tuition fees in a timely manner. Unless a payment plan for tuition fees has been agreed with a student, then that student may be offered to defer their studies until finance can be arranged.

### **11.3. Registration Fee**

The Academy, or the Academy's partner organisation, will pay Pearson's registration fee for BTEC HND students who are SFE tuition fee financed. Other BTEC HND students who pay their own tuition fees will be responsible for paying the Pearson registration fee. Please refer to the current fee list for details.

<https://qualifications.pearson.com/content/dam/pdf/Support/Fees-for-academic-and-vocational-qualifications/wfs-a0149-btec-vocational-quals-fees-2023-2024.pdf>

### **11.4. Additional Charges**

Students who acquire a loan for tuition fees will not be charged any additional fees, as long as they complete all their studies.

Students who fail to submit their work for a unit will normally be given a second chance with their mark capped at a pass and no additional fees. This is called **resubmission**.

Students who fail their resubmission will have to retake the unit. A retake indicates that the student must study the unit again and may be required to pay additional tuition fees before retaking the assessment. There are no student loans available for retakes.

It is far better for you to pass the units on the first submission or resubmission. A retake is expensive, and you will most likely complete the course later than intended. Please refer to the Academy Assessment Policy for further information on resubmissions and retakes.

You will be required to meet all your own travel and food costs when attending scheduled classes. You will be informed if your course mandates you to pay any additional costs such as travelling expenses for field trips.

### **11.5. Total Costs**

The total cost of your course, including mandatory additional costs, is set out in the Offer Letter.

### **11.6. Payment**

Acceptance of these Terms and Conditions constitutes acceptance to be bound by the Academy Tuition Fee, Refund, and Compensation Policy outlined in the Student Protection Plan, as well as to pay all amounts owed to the Academy when they become due in accordance with the payment conditions agreed upon.

### **11.7. Payment Timing**

UK students who fund their own education and do not rely on a loan from Student Finance England (SFE) are typically required to pay their entire tuition fees for the academic year up front at the beginning of their course. International students will receive a Confirmation of Acceptance of Studies Letter once they have paid their full tuition fees for the academic year.

### **11.8. Instalments**

Self-funded or sponsored UK and international students may have the option to pay their tuition fees in instalments over the academic year, subject to approval by the Academy's accounts department. The specific payment schedule will be outlined in the Acceptance of Course Confirmation (ACC) Letter upon agreement.

### **11.9. Fee Increases**

The Academy reserves the right to raise its tuition fees annually. Any adjustments to tuition fees will adhere to the Tuition Fee, Refund, and Compensation Policy. Students who have already paid their fees will not be required to pay additional fees in the event of an increase.

To ensure courses remain affordable to our student population, any fee increase is subject to approval by the Board of Governors and will usually not exceed the UK consumer price index (CPI) plus 3%. There may be occasional fluctuations to this figure due to the cost of running specific courses or adjustments to building facilities. Changes to fees will be published on the Academy website.

#### **11.10. Non-payment**

If you do not pay your tuition fees on time as agreed, the Academy may:

- restrict access to its premises and facilities
- suspend or terminate your registration
- report you to credit agencies and, if applicable, to SFE.

If a student fails to pay their fees by the end of their academic programme, the Academy will make every attempt to reach a mutually acceptable agreement. If a resolution is not reached, the problem will be raised with the CEO, who will pursue reimbursement for any outstanding payments owed under the contractual agreement made at enrolment. The student's welfare will remain a priority, and they may be referred to Academy support services as needed.

Students with outstanding fee amounts may be unable to attend classes, submit coursework, or take tests. In circumstance that are considered fair and reasonable, it is possible that the Academy will only release a student's course certificate after payment of outstanding fees have been made to the Academy.

The following steps may then be taken:

- The Academy may ask the student to agree a payment plan over an agreed period. Full payment of fees must be made before any reference to course completion or certification is released.
- LCKA, could appoint legal representatives, on a case-by-case basis. Any costs incurred for legal representation will be added to the fees the student owes.
- The Academy will not issue an award to the student and may initiate legal recovery of debts outstanding if fees remain unpaid after an agreed extension period,

Students should always keep good lines of communication with the Academy even if they are unable or unwilling to pay outstanding fees. This will ensure that a resolution is reached that suits all parties amicably.

## **12. Tuition Fee, Refund & Compensation Policy**

### **12.1. Refund eligibility**

Any requests for tuition refunds must be addressed in writing to the Academy's Chief Executive Officer. Please see the Tuition Fee, Refund, and Compensation Policy for additional information.

### **12.2. Compensation eligibility**

A student may be entitled to compensation if the Academy is forced to implement the Student Protection Plan. Any requests for compensation must be submitted in writing to the CEO For additional information., please see the Tuition Fee, Refund, and Compensation Policy.

## 13. Complaints

### 13.1. Complaints

The Academy appreciates input from both applicants and students. Students are encouraged to discuss any issues or complaints they may have informally with Academy staff (Stage One). If your issues remain unresolved, you may formally submit a written complaint to the Academy, which will review it and make a decision (Stage Two). If you are still dissatisfied with the Academy's decision, you can request a review of the complaint (Stage Three). After the review, the Academy will issue a Completion of Procedures Letter. Once the Academy is registered with both the Office for Students and Office of the Independent Adjudicator for Higher Education (OIAHE), if you are still dissatisfied with the decision, you can submit your complaint, along with the Completion of Procedures Letter, to the Office of the Independent Adjudicator for Higher Education (OIAHE).

<http://www.oiahe.org.uk>.

We sincerely encourage you to follow the three-step process for filing a complaint, beginning with an initial approach to us. However, if you want to enrol in a course given in conjunction with another organization, you can file a complaint with them directly about your experience. Additionally, students interested in the Pearson BTEC HND course can file a complaint with the Pearson awarding authority. Please refer to our Complaints Policy, which is available on our website.

## 14. Suspension

### 14.1. Decision to suspend

In line with our Academic Misconduct Policy and Student Disciplinary Policy, the Academy has the right to suspend a student from their course. A student can be suspended for the following:

- If a student is found after an investigation to have committed serious academic misconduct (e.g. plagiarism)
- If a student has committed non-academic misconduct, suspension may also be the sanction.

## **14.2. Appeal**

A student has the right to challenge a decision to suspend them. For detailed guidelines on misconduct, suspension, and the appeals process, please refer to the Student Disciplinary Policy and Academic Misconduct Policy documents.

## **15. Termination**

### **15.1. Automatic termination**

You must re-enrol in your course at the beginning of each academic year. Failure to do so by the deadline will result in the automatic termination of your contract to study at the Academy on that course.

### **15.2. You wish to terminate**

You have the option to end your contract and leave the Academy whenever you choose. If you decide to do so after the cooling-off period (which ends 14 days after your enrolment), you must fill out a Withdrawal Form either in writing or via email. This form should explain your reasons for wanting to withdraw. Please send the form to: [admissions@lckacademy.org.uk](mailto:admissions@lckacademy.org.uk). Termination starts when the Academy replies to you and accepts your withdrawal in writing or by email.

### **15.3. Termination by the Academy**

The Academy may give you written notice to terminate this contract for any of the following reasons:

- You breached the rules of the Tuition Fee, Refund and Compensation Policy and owe money to the Academy
- Your attendance at the Academy explained in the Academy Attendance and Engagement Policy has not been adequate. Before termination, you will receive warnings about your attendance.
- You have not passed enough assignments by the deadlines and therefore fail to comply with the Academy's Assessment Policy.
- You do not meet the School's Fitness to Study requirements.
- Your behaviour breaks the Code of Conduct and rules set out in our Student Disciplinary Policy and Academic Misconduct Policy.
- Your behaviour is considered dangerous to the health and safety of other people or yourself.
- You have any spent or unspent criminal convictions that suggest there may be safety concerns for students and staff, as explained in the Academy's Admissions Policy.
- You have not been fully transparent and failed to share important information or you have provided incorrect or misleading information about yourself to the Academy.

### **15.4. Appeal against termination**

You have the right to challenge the Academy's decision to end your studies by adhering to the appeals process outlined in the Student Disciplinary Policy, Academic Misconduct Policy, and Complaints Policy

## **16. Data Protection**

The Academy has put policies and processes in place to make sure it complies with the General Data Protection Regulations (GDPR), which went into effect on May 25, 2018.

### **16.1. Privacy Notice**

The Academy's website contains a Consent Policy and Data Privacy Notice that details how we manage your personal data. When you apply for a course at the Academy, you will also be provided with information regarding our policy. Before agreeing to an invitation to enrol in a course at the Academy, you should read the Privacy Notice.

### **16.2. Information Sharing**

The Academy is required to share certain personal information with the Higher Education Statistics Agency (HESA), which is part of JISC. This is done to gather data for government entities regarding applicants and enrolled students in courses.

### **16.3. Student Finance England**

If you obtain a loan from Student Finance England (SFE), the Academy might have to share your information with SFE, including details about your attendance and academic progress during the course.

### **16.4. Right of access**

You are entitled to see any personal information that the Academy may have on you.

### **16.5. Intellectual Property**

According to the Law society, Intellectual Property (IP) refers to ideas you create and legally own as a result of owning its copyright, trademark or patent. Examples of IP can include inventions, literary and artistic works, designs, symbols, names and images.

Upon enrolling in a course, students acknowledge that any intellectual property related to their studies initially belongs to the Academy. However, students will have the option to request that the intellectual property is transferred back to the student.

## **17. Events beyond the control of both parties**

### **17.1. Force majeure - Events beyond the control of the Academy or the student**

A Force Majeure Event is an unforeseen occurrence that has adverse effects beyond normal control and may affect the continuity of normal business. This could include incidents such as fires, floods, hurricanes, wars, riots, civil unrest, terrorism, strikes, labour disputes, disease outbreaks, or utility and transportation outages.

### **17.2. Notification**

If an uncontrollable incident prevents you from carrying out your responsibilities under the Academy's contract, you must notify the Academy in writing as soon as possible, outlining the issue. Similarly, if the Academy must close due to a force majeure occurrence, we will notify you.

### **17.3. Continuing force majeure**

If the unanticipated occurrence continues for more than 90 days, affecting your capacity to perform your tasks, you may terminate the contract in writing without incurring penalties. You will not need to make any additional payments, and you will be refunded for any services not yet provided by the Academy.

## **18. Withdrawal of services**

Events may occur that require the Academy to withdraw its services, and the Academy reserves the right to do so when deemed necessary. Instances when this may be required include the following:

- Permanent or temporary events beyond the Academy's reasonable control that prevent it from being able to provide its usual services
- Vital maintenance or repair work is unexpectedly needed such as work on the Academy IT system
- There may be overriding health and safety concerns or legal obligations
- The Academy is carrying out important improvements or repairs to its facilities

This list may not include every possible circumstance, and there may be more unanticipated scenarios in which the Academy must terminate its services.

If such service withdrawals are necessary, then the Student Protection Plan will be activated, and the Academy will do everything possible to minimize the impact on students. This could include discussing changes with students, offering alternatives, and informing students ahead of time about changes that may affect them.

For more information on measures that may affect students in the event of significant Academy-mandated changes, please see the Academy's Student Protection Plan.

## **19. Other Important Terms**

### **19.1. Liability**

These Terms and Conditions do not restrict the Academy's liability in cases of fraud, intentional deception, death, or personal injury resulting from the Academy's negligence.

### **19.2. Third-party rights**

This contract is only between you and the Academy, and no third party has the authority to enforce any of its provisions.

### **19.3. Jurisdiction**

The Academy has developed this contract to outline the agreement between you and the Academy concerning educational and associated services. The contract is subject to the laws of England and Wales, and both parties agree that the courts of England and Wales have sole authority over any disputes related to it.

### **19.4. Consumer rights**

This contract is intended for consumers and has been written in clear and straightforward language to ensure understanding. If any element of these Terms and Conditions violates consumer protection laws or other legal provisions, those parts will be evaluated separately and changed with wording that as closely as possible reflects the original objective. Your statutory consumer rights are unaffected by these Terms and Conditions. If you require independent help, you can contact groups like the National Union of Students or the Citizens Help Bureau.

### **19.5. Variation**

Any alterations to these Terms and Conditions will not be accepted unless they are documented in writing and signed by both you and the Academy.

### **19.6. Updates**

The Academy regularly reviews its policies and procedures every two to three years. Nonetheless, the Academy reserves the right to make revisions to its policies and procedures as needed, at any time. Updated policies and procedures are always accessible on the Academy website, and certain crucial academic regulations are available on the Academy Virtual Learning Environment (VLE).

### **19.7. Enforcement**

These Terms and Conditions shall remain enforceable and valid at a later time, regardless of any failure or delay on the part of you or the Academy to comply with them.

### **19.8. Interpretation**

These Terms and Conditions replace or override any prior agreements between you and the Academy. The headings in the document are provided for your convenience in reading but do not form part of the Terms and Conditions.

## 20. Contact Details

For any questions about these Terms and Conditions, please contact:

Staff Name: Irshad Jamaldeen

Job Title: CEO

Email: [Irshad.jamaldeen@lckacademy.org.uk](mailto:Irshad.jamaldeen@lckacademy.org.uk)

Address: LCK Academy Head Office, The Bridge, Christchurch Avenue,  
Harrow HA3 5BD United Kingdom

Tel: +44 (0)7368342379

Website: <https://lckacademy.org.uk/>