



Terms and Conditions 2018-19

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Committee Approval

Committee	Committee Action	Date
SMLT	Approved	17 January 2018
	Date in force	22 January 2018

These Terms and Conditions will be reviewed annually by our Senior Management and Leadership Team.

1. Scope

This document sets out the Terms and Conditions which form part of the contract between: (1) the London School of Business and Management; and (2) an applicant who has accepted an offer of a place on a course.

1.1 Tuition fees

The tuition fees for all our courses are published on our website:

www.lsbm.ac.uk

The published tuition fees apply to specified start dates. Tuition fees may increase for subsequent start dates. If you defer your start date or restart a course having been withdrawn, you will be charged the tuition fees that apply to the new start date. The published tuition fees for courses which extend beyond one year set out:

- the annual tuition fees; and
- the total tuition fees payable over the duration of the course.

There will be no increase to the total tuition fees payable over the duration of the course provided you complete the course within 12 months of the expected date of completion.

If you do not complete the course within 12 months of the expected date of completion, your tuition fees may increase for any subsequent year studied beyond this date. In such circumstances any increase will be limited to the UK's latest published annual rate of inflation (using the Retail Price Index (RPI) or Consumer Price Index (CPI), whichever is the higher).

2. The contract

2.1 Your right to cancel

If we make you a conditional or unconditional offer of a place on one of our courses, and if you accept the offer of a place, you have the right to cancel the contract within 14 calendar days of the date you accepted the offer. Such cancellation must be made in writing. If you cancel the contract within this 14-day period, no tuition fees or other financial charges will be payable. Any tuition fees or other financial charges which have been paid will be returned to you in full within 14 calendar days of our receipt of your written cancellation.

2.2 Our right to withdraw a course

If we make you a conditional or unconditional offer of a place on one of our courses, this offer is subject to the recruitment of a minimum number of students to make delivery of your course viable from an educational perspective. The minimum number of students for all our courses is set at 12.

We have the right to withdraw a course (even after you have accepted an offer and paid a Tuition Fee Deposit) if this minimum number of students has not been recruited, provided you are notified no later than three calendar months prior to the course's advertised start date.

In these circumstances, we will refund all tuition fees paid. We will accept no responsibility for any other losses which you might incur.

We will seek to make you an offer for an alternative course.

2.3 Our right to change the awarding body

Provided you are notified no later than six calendar months prior to the course's start date, we are entitled to substitute an alternative awarding body of similar standing in place of the published awarding body for any of our courses. In these circumstances, you will be entitled to cancel the contract within 14 calendar days of the date we inform you of this change and we will refund all tuition fees paid. Such cancellation must be made in writing.

2.4 Our right to make changes to course content and structure

We are entitled to make changes to the published course content or structure. You will be informed of any significant changes to the published course content or structure no later than six calendar months prior to the course's start date. In these circumstances, you will be entitled to cancel the contract within 14 calendar days of the date we inform you of any significant changes and we will refund all tuition fees paid. Such cancellation must be made in writing.

2.5 Our right to cancel your application, withdraw an offer or withdraw you from the course

By submitting an application, you confirm that all information provided on the application form is true, complete and accurate and that none of the information requested or other material information has been omitted. If you supply any false, inaccurate or misleading information, we reserve the right to: (i) cancel your application; (ii) withdraw any offer of a place; or (iii) withdraw you from the course if you have started the course.

2.6 Requesting a deferral

If you have accepted a conditional or unconditional offer of a place on one of our courses, you can request a deferral for a maximum period of 12 months. This 12-month period starts from the date of the original advertised start date for the course, as per your original offer. You will be liable to pay the tuition fees which prevail at the date you actually start the course. Additional information is contained within our Withdrawal, Study Break and Deferral Policy available at:

www.lsbm.ac.uk/all-policies

3. Tuition Fee Deposit Scheme for new students

If your tuition fees will be paid through the Student Loans Company (SLC), please see **Section 4**.

If we make you an offer of a place on one of our courses, within 14 calendar days of accepting the offer you are required to pay a Tuition Fee Deposit equal to 50% of the total fees payable for the first year of your course, or for the duration of the whole course in the case of courses with a duration of no longer than 18 months. If we make you a conditional offer (and if you accept the offer), the Tuition Fee Deposit only becomes payable within 14 calendar days of you having satisfied all the conditions.

See **Section 6.1** below for payment options.

The Tuition Fee Deposit is not refundable, except in the circumstances set out in **Section 3.1** below.

If you require a student visa to study in the UK, once any conditions of your offer have been satisfied and upon payment of the Tuition Fee Deposit, we will issue you with a Confirmation of Acceptance for Studies (CAS) to enable you to make a student visa application. We will not charge you for issuing this first CAS. If you require a further CAS, for whatever reason, there will be a charge of £250 for each additional CAS issued, up to a maximum of 2.

3.1 Repayment of the Tuition Fee Deposit

The Tuition Fee Deposit is **not refundable**, except in the following circumstances:

- If you are an international student and your student visa application is rejected in writing by the British Embassy or British High Commission. Should your student visa application be rejected, you must provide us with the following documentation before a refund of the Tuition Fee Deposit will be made:
 - A copy of the Visa Rejection Notification from the British Embassy or British High Commission; and
 - A request in writing with your original signature. The refund request must be made no later than 28 calendar days after the course's advertised start date.
- In the event of the following circumstances:
 - you exercise your right to cancel the contract in accordance with **Section 2.1** above;
 - we withdraw your course in accordance with **Section 2.2** above;
 - we substitute the awarding body for your course in accordance with **Section 2.3** above; or
 - we make significant changes to your course in accordance with **Section 2.4** above.

The Tuition Fee Deposit will not be refunded if you are found to have used fraudulent documents to support your application for a place on a course or to support a student visa application. The Tuition Fee Deposit will also not be refunded if your student visa application is submitted too late to be processed in time and/or rejected due to a failure to submit documents with your student visa application which had previously been submitted to (and approved by) our UKVI Compliance Officer.

4. Undergraduate students from the UK and EU: Student Loans Company (SLC)

If you are from the UK or the EU and you accept a conditional or unconditional offer for an **undergraduate** course you may be eligible to apply to the Student Loans Company (SLC) for a loan to cover your undergraduate tuition fees, subject to satisfying the eligibility criteria. If your loan is approved, we will receive your tuition fees directly from the SLC. If, by no later than the published start date of your course you provide us with written confirmation from the SLC that your loan has been approved, you will not be required to pay the Tuition Fee Deposit (see **Section 3** above). If you enrol onto a course that attracts SLC funding but you do not provide us with such written confirmation, you will be liable to pay the full tuition fees for that academic year in accordance with **Section 5.1** below.

Further information about the SLC is available at:

www.slc.co.uk

If your tuition fees are paid through the SLC you will not be required to pay any additional tuition fees other than those paid to us through the SLC, although you will be personally liable for other financial charges as set out at **Section 7.2** below. We will not make any refund of any tuition fees received through the SLC unless such request is received directly from the SLC (and all such refunds will be paid directly to the SLC).

If for any reason the SLC does not pay any part of your tuition fees, you will be liable to pay any outstanding balance in accordance with **Sections 5 and 6** below.

5. All other tuition fees: new students

Section 5 applies to all other students who are not covered by **Section 4**. For the avoidance of doubt, the whole of **Section 5** applies to you if your tuition fees are not covered by a loan from the SLC.

5.1 Payment of tuition fees

If your tuition fees are not covered by a loan from the SLC, you must pay the Tuition Fee Deposit in accordance with **Section 3** above.

The following tuition fee payment options are available for the balance of your tuition fees for the first year of your course:

- You may pay the balance of your tuition fees for the first year of your course at least 60 calendar days before the course's advertised start date to qualify for a discount of 5 percent off the balance; or
- You may pay the balance of your tuition fees for the first year of your course by no later than the course's advertised start date of the second semester for the first year; or
- You may pay the balance of your tuition fees for the first year of your course by up to 6 equal interest-free monthly instalments to be made by direct debit.

6. Tuition fees for current/continuing students

If you have completed one year of study with us, you are classified as a continuing student for tuition fee purposes.

6.1 UK and EU undergraduate continuing students: SLC

If you are a continuing student from the UK or the EU and we are paid your tuition fees directly by the SLC, **Section 4** above will apply. It is your responsibility to reapply for funding in accordance with the deadlines specified by the SLC. If your tuition fees are not paid by the SLC you will be liable to pay any outstanding tuition fees in accordance with **Section 6.2** below.

6.2 All other continuing students

If your tuition fees are not covered by a loan from the SLC, the following tuition fee payment options are available for the next year of your course:

- You may pay the total fees payable for the next year of your course at least 60 calendar days before the advertised start date for the next year to qualify for a discount of 5 percent off the next year's fees; or
- You may pay the total fees payable for the next year of your course by the advertised start date for the next year; or
- You may pay 50% of the total fees payable for the next year of your course by the advertised start date of the next year and the balance of your tuition fees by no later than the course's advertised start date of the second semester for the next year; or
- You may pay 50% of the total fees payable for the next year of your course by the advertised start date of the next year and the balance by 6 equal interest-free monthly instalments to be made by direct debit.

7. Tuition fees and other financial charges

7.1 Tuition fees

Our published tuition fees include the following:

- All tuition, including access to academic and non-academic support provided through our Academic Division and our Centre for Student Engagement, Wellbeing and Success.
- Registration and examination fees (i.e. you do not pay any additional tuition or examination fees to any external institution).
- Access to our online Virtual Learning Environment (VLE) and/or the VLE of any awarding body for your course.
- Access to the library (including borrowing rights) of Birkbeck College, University of London for students who are fully enrolled (academically and financially) and studying at Level 4 and above.
 - **Note:** Students studying at Year 1 (Level 0) of an undergraduate 4-year degree course are not provided with access to the library.
- If you are undertaking an undergraduate or postgraduate degree course, access to any awarding body's online library (at the discretion of the awarding body).
- If applicable to your course, access to eBooks; students may be required to purchase additional textbooks.
- An Eduroam account which will allow access to WiFi throughout all LSBM's facilities.
- A Student ID Card.
- Associate Membership of the University of London's Student Central, subject to completion of an application form.
- Any taxes that may or may not be payable.

Note. The above is subject to you being fully enrolled, both academically and financially.

7.2 Other financial charges

You may incur the following additional financial charges:

Re-take fee (i.e. the charge for re-taking a module, including a dissertation) [There is no additional charge for a re-sit]	Pro rata gross annual tuition fees
Duplicate Award Certificate	Approximately £50 (the exact amount is set by the relevant awarding body)
Duplicate academic transcript	Approximately £25 (the exact amount is set by the relevant awarding body)
Replacement Student ID Card	£10

For students who are provided with access to Birkbeck College's library (see Section 7.1 above), extension of access the library beyond your expected date of completion	£200 (maximum) – the amount varies dependent upon the duration of access required
Library fines imposed by Birkbeck College for late return of books (or failure to return books)	The amount is set by Birkbeck College
Attending graduation	Nominal charge

8. Sanctions for late payment of tuition fees and other financial charges

If your tuition fees or other financial charges set out at **Sections 7.1 and 7.2 above** have not been paid in accordance with these Terms and Conditions, the following sanctions **may** be applied unless you reach an agreement for payment with the Finance Department (this list is not exhaustive):

- Progression to the next year will not be permitted
- Official transcript and award certificate will not be issued
- Attendance at the graduation ceremony will not be permitted

With regards to the non-payment of library fines, the only sanction which may be applied is the withdrawal of access to the Birkbeck College library in future years.

9. Methods of payment

When you make a payment please quote your Student ID Number (your student number starts with the letters **LON** followed by a series of digits).

9.1 Bank transfers

You can pay by direct transfer to our bank account:

Bank: LLOYDS BANK PLC (Kings Cross Branch)
Account Name: London School of Business & Management
Sort Code: 30-94-73
Account Number: 18954060
IBAN Number: GB49 LOYD 309473 1895 4060
SWIFT Code: LOYDGB21421

Please quote your student ID number as a reference, or full name if you have not yet been issued with an ID.

9.2 Credit card or debit card payments

You can make payments using a credit or debit card by:

- Visiting the Finance Department to use the credit/debit card terminal (you will require your PIN to use this service); or

- Making an online payment at:

www.lsbm.ac.uk/home/make_payment

We do not levy any additional charges for paying by credit or debit card.

9.3 Western Union

You can make payments using our online Western Union facility:

www.lsbm.ac.uk/home/make_payment

This facility enables you to transfer payments through an overseas bank account. Your Student ID Number is required for the payment to be processed. Once personal and payment details are provided, you will be provided with Western Union payment instructions, which you can either print and take to a bank for payment, or use to transfer funds from an online bank account. No additional charges are levied by Western Union or ourselves for using this service.

9.4 Cheque or banker's draft

You can pay by cheque or banker's draft, made payable to the "London School of Business and Management". On the reverse of your cheque or banker's draft you should include your name and Student ID Number. If a cheque is not honoured, any bank charges which we incur will be added to your account.

Your cheque or banker's draft should be sent to:

Finance Department
London School of Business and Management
7 Bedford Square
London
WC1B 3RA
England

10. Refund of fees

Once you have accepted an offer of a place on one of our courses, if you do not cancel the contract in accordance with **Section 2.1** above, you are liable to pay the total tuition fees payable for the whole year of the course.

However, if you withdraw within 14 calendar days of the course's advertised start date, you will only be liable to pay 50% of the total fees payable for the whole year of the course. Any fees paid in excess of this amount will be refunded. Further information is included in our Withdrawal, Study Break and Deferral Policy.

A refund request **must** be made no later than four weeks after the course's advertised start date.

11. Regulations, policies and procedures

We issue our own regulations, policies and procedures, which may be amended from time to time. The most recent versions can be accessed through our online Quality and Enhancement Manual:

www.lsbm.ac.uk/gem

You are required to comply with all such regulations, policies and procedures, where relevant, throughout your studies. You will additionally be required to comply with any regulations, policies and procedures that are published by any awarding body for your course.

11.1 Academic withdrawal for non-engagement

In line with the University of Northampton's Academic and Student Regulations, if you fail to engage with your studies without good cause and due notice by the end of the sixth week of the advertised start date of your course, you will be deemed to have withdrawn from the course and your registration will be terminated with LSBM and the University of Northampton. If you are funded through the Student Loans Company, we will inform them of your withdrawal and this will result in the cancellation of your loan. If you are an international student who we have sponsored for a Tier 4 Student Visa, we will inform the UK Visa and Immigration of your withdrawal and this will result in the cancellation of your visa.

If you are subject to an academic withdrawal for non-engagement you will remain liable for the full tuition fee. For further information see our Withdrawal, Study Break and Deferral policy.

12. Data Protection

Students enrolling on one of our courses must agree to the possible usage of their personal data as set out in our Privacy Notice 2018-19.

13. Attendance Monitoring

Students enrolling on one of our courses must agree to have their attendance and engagement monitored. Further information is included in the Privacy Notice 2018-19 and the Attendance Policy, both of which are available at:

www.lsbm.ac.uk/c-all-policies

14. Contact details

If you enrol on one of our courses the most common form of communicating with you is by email and text, and in certain cases by post or telephone. It is therefore essential that you provide, in writing, accurate and up-to-date contact details as soon as there is any change. Where a communication is sent to you by email, text and/or letter at the contact details we hold, that communication will be deemed to have been delivered and received by you.

In the event of any of your personal details changing, you must advise us accordingly and provide any required proofs (e.g. (i) name changes require originals of a deed poll or marriage certificate; and (ii) passport / visa updates require production of the original documents).

15. Jurisdiction

This contract and any dispute or claim arising out of or in accordance with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English Law.

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in accordance with it or its subject matter or formation (including non-contractual disputes or claims).

16. The entire agreement

These Terms and Conditions constitute the entire agreement between you and us, and they override all prior agreements, terms or statements in connection with your application to undertake one of our courses and the tuition fees payable in respect thereof. None of our directors, employees or agents are authorised to make any representation or warranty not contained within these Terms and Conditions.

No variation, modification or alteration of any of these Terms and Conditions shall be of any effect unless evidenced in writing signed by or on behalf of you and ourselves.

17. Related regulations, policies and procedures

- Admissions Policy
- Attendance Policy
- Privacy Notice
- Withdrawal, Study Break and Deferral Policy

18. Review of the Terms and Conditions

These Terms and Conditions will be reviewed annually by our Senior Management and Leadership Team.