



Terms and Conditions 2019

1. **IMPORTANT INFORMATION ABOUT YOUR OFFER AND STUDENT CONTRACT WITH NEW COLLEGE OF THE HUMANITIES**

- 1.1 These terms and conditions apply to you if you have received an offer from Tertiary Education Services Limited (company number: 07317195), trading as the New College of the Humanities (the "College"), and sets out the details and conditions for admission to one of the College's programmes commencing in 2019 or deferred to 2020.
- 1.2 If you decide to accept this offer, a contract will be formed between you and the College. Your rights and obligations to the College and the College's rights and obligations to you arising under that contract are set out in this document, documents referred to in this document and the documents listed below which form the terms and conditions of your student contract. You should therefore read this document (and those listed below) carefully and familiarise yourself fully with their content (together with the contents of the documents, regulations, policies and procedures to which they refer), before accepting your offer.
 - Your offer letter
 - The relevant NCH Student Handbook:
 - Combined honours programmes which is available [here](#).
 - Single honours programmes which is available [here](#).
 - Postgraduate programmes which is available [here](#).
 - The NCH Academic Handbook which is available [here](#).
 - Programme specifications, which are shown for each undergraduate programme [here](#), and for each postgraduate taught programme [here](#).
- 1.3 Your offer of a place to study at the College is dependent on you achieving any condition(s) as set out in your offer letter, or in the case of an unconditional offer, the College's minimum matriculation requirements.

2. CHANGES TO YOUR PROGRAMME OF STUDY AND/OR THESE TERMS AND CONDITIONS

- 2.1 Your offer of a place to study at the College is based on the following:
- 2.1.1 the latest key information which can be found on the relevant page of the programmes section of our website (as at the date of acceptance of your offer). This includes the core courses for the programme and may include an indication of likely optional courses;
 - 2.1.2 the relevant current version of the combined, single honours or postgraduate NCH Student Handbook; and
 - 2.1.3 the current version of the NCH Academic Handbook.
- 2.2 However, changes to programme information (including programme description, content, mode and/or location of delivery and/or timetable), services and/or facilities, changes to the NCH Student Handbooks and NCH Academic Handbook may also be necessary. Reasons for changes include, but are not limited to, the following reasons:
- 2.2.1 to meet the requirements of an accrediting, professional, statutory and/or regulatory body;
 - 2.2.2 to respond to sector good practice or quality enhancement processes;
 - 2.2.3 to keep programmes contemporary by updating practices or areas of study;
 - 2.2.4 circumstances outside the reasonable control of the College, such as a key member of staff leaving the College or being unable to teach (where the programme or course is reliant on that person's expertise);
 - 2.2.5 enhancement to the College's premises and planned relocation of the College's faculties; and/or
 - 2.2.6 other circumstances outside the reasonable control of the College including industrial action, significant changes to higher education funding; severe weather, fire, civil disorder, political unrest, government restrictions or serious concern about the transmission of serious illness making a programme unsafe to deliver.
- 2.3 Changes to programmes or courses may also need to be made where the minimum number of students needed to ensure a good educational or student experience has not been met. Please note that in some exceptional circumstances, programmes may be withdrawn (prior to commencement) for this reason.
- 2.4 If changes to your programme are made after you have accepted your offer, the College will take reasonable steps to notify you of those changes, and give you an opportunity to provide feedback in

relation to any changes proposed or made. The College will also attempt to minimise any disruption to you.

- 2.5 If your programme is withdrawn or if fundamental changes to your programme are made after you have accepted your offer, the College will take reasonable steps to give you early notification of the programme withdrawal or changes, and will minimise their impact by offering a suitable alternative programme (if available, and subject to you, satisfying the entry requirements for the programme) or by helping you find an alternative programme. You will also be entitled to withdraw from your programme and receive a full refund of any deposit and tuition fee paid.

3. **FEE STATUS**

- 3.1 The College will make an assessment of your fee status based on the information you provided in or with your application.
- 3.2 If your fee status is unclear from the information you provided with your application, we will ask you to provide further information and your offer will quote the higher "international" fee rate until your status is confirmed. Therefore, the actual tuition fee payable might be lower than the fee quoted in your offer letter.

4. **DEPOSITS FOR INTERNATIONAL APPLICANTS**

- 4.1 If you are an International applicant and require a Tier 4 visa to study in the UK, we will ask you to pay an additional overseas deposit to prove your intention to study at the College before we will issue your Confirmation of Acceptance for Studies (CAS) statement. Outside the 14-day cancellation period, the overseas deposit is normally only refundable if you are refused a visa to study full time in the UK or if you fail to meet the College's entry requirements.
- 4.2 More information about the overseas deposit for international applicants can be found in the relevant Fee, Payment Schedule and Financial Support documents, as listed in clause 5.2 (below).

5. **FEES AND PAYMENT**

- 5.1 The tuition fees stated in your offer letter will apply for each year of study at the College.
- 5.2 It is your responsibility to make sure your fees and all expenses relating to your programme are paid in full (and/or where relevant, in accordance with your payment schedule - see 5.3 below) and on time. The College's Fees, Payment Schedule and Financial Support documents outline all fees payable. Copies of the relevant documents can be accessed via the relevant link:

5.2.1 [Undergraduate – UK, EU and EEA \(including Switzerland\)](#)

5.2.2 [Undergraduate – International](#)

5.2.3 Postgraduate – UK, EU and EEA (including Switzerland)

5.2.4 Postgraduate - International

- 5.3 The College can, on request, provide an individual payment schedule for students taking into account preferred payment option and any scholarship and/or bursary award. To obtain an individual payment schedule, please contact the College's Financial Controller at financial.controller@nchlondon.ac.uk
- 5.4 Unless your offer letter says otherwise, the tuition fee quoted in your offer letter does not include any charges residential accommodation, repeat periods of study, extensions to the designated period of study, resubmission fees, travelling expenses or any other miscellaneous expenses which may be related to your programme of study (such as the cost of field trips, books and equipment).

6. ENGLISH LANGUAGE REQUIREMENTS

- 6.1 All students whose native language is not English must demonstrate that they have achieved a certain level of English before starting their programme. If your conditions of offer include an English language requirement this can be demonstrated via an approved English language test or alternative qualification listed [here](#).
- 6.2 Students who require a Tier 4 visa to study at the College may have to demonstrate that they meet the College's English requirements via a Secure English Language Test (SELT) from an approved provider. For information on visa matters, please email the College's Visa Team at visa@nchlondon.ac.uk

7. VISAS AND IMMIGRATION PERMISSIONS

- 7.1 You may need a visa to enable you to be in the UK to study. The College reserves the right to withdraw your offer of a place/terminate your contract with the College if it is subsequently found that you are not eligible for a visa or if the visa requirements change after you are made an offer of a place. For information on visa matters, please email the College's Visa Team at visa@nchlondon.ac.uk

8. DEFERRING YOUR START DATE

- 8.1 Requests to defer entry to the following year/entry point will be considered on an individual basis. Requests for deferral should be made in writing to the Admissions Office at admissions@nchlondon.ac.uk
- 8.2 The tuition fees stated in your offer letter are based on the start date in 2019 shown in the offer letter and will apply for that year of study. However, if you subsequently request to defer your entry to the following year, your tuition fees may be more than is stated in

your offer letter and you should contact the Admissions Office for more information.

- 8.3 If you apply for a place for the following year from the outset, the fees for the following year might not be available and your offer will quote the current year's fees as a guide. The fees may increase for the following year and you will be notified of the correct tuition fee payable as they become available.
- 8.4 As a consequence of deferring your entry to the following year, you accept that the College may be required to vary the services, facilities, description, content, mode and/or location of delivery and/or timetable of your programme. Should this be the case, the College will notify you of any material variations as soon as reasonably practical and you will have the opportunity to cancel your acceptance (and contract with the College) if you are unhappy with the changes to the programme.

9. CANCELLING YOUR ACCEPTANCE

- 9.1 After you have accepted your offer of a place, you have a statutory right to cancel your acceptance within 14 days without giving any reason under the Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013. The cancellation period will expire after 14 days from the date you accept your offer.
- 9.2 To exercise your right to cancel, you must inform the Admissions Office (19 Bedford Square, London WC1B 3HH, email: admissions@nchlondon.ac.uk) of your decision to cancel this contract by a clear statement (e.g. a letter by post or email). You may use the [model cancellation form](#), but it is not compulsory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 9.3 If you cancel your acceptance within the 14-day cancellation period, we will reimburse to you all payments received from you without undue delay, and in any event not later than 14 days after the day on which you inform us of your decision to cancel. We will make the reimbursement using the same means of payment as you used for the initial transaction where possible, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. If you request to begin the performance of services (i.e. start your programme) during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of this contract, compared with the full cost of the programme.
- 9.4 Outside the statutory cancellation period outlined above, the financial consequences of cancelling your place after acceptance are contained within the College's Cancellation, Withdrawal, Refund and Compensation Policy, a copy of which can be found [here](#).

10. **REGISTRATION, ENROLMENT AND RE-ENROLMENT**

- 10.1 You are required to register and enrol at the beginning of your studies at the College and re-enrol in subsequent years (where relevant) by the stipulated deadlines. If you fail to do so, you may not be allowed to start/progress on your programme or you may be withdrawn from the College. If you enrol or re-enrol late, you will be expected to contact your faculty to obtain any missed programme content and the College will not accept any liability for any programme content or assessments you miss.
- 10.2 The College recognises that personal or other circumstances may require a student to take a break in studies. A student wishing to take a break in studies must contact the Registrar immediately in order to have any request considered. A break in studies may have implications for a student's visa (where relevant) and fee liability. A student that does not have a break in studies agreed and fails to enrol may be withdrawn from the College.
- 10.3 If you do not enrol by College enrolment deadlines you may be withdrawn for non-enrolment. If you are withdrawn you will be notified by email that your record has been closed and that you are no longer eligible to continue your studies or access College facilities.
- 10.4 If you hold a Tier 4 student visa, the College will inform the Home Office of your non-enrolment and withdraw sponsorship of your visa.
- 10.5 If you are in receipt of a student loan from the UK government, the College will inform the Student Loans Company of your withdrawal.
- 10.6 If you receive notification of your withdrawal, you may be reinstated within a reasonable period by submitting a Late Enrolment Approval Form. For more information, click [here](#).
- 10.7 You may still be liable for fees in the event that you are withdrawn for non-enrolment.

11. **NON-PAYMENT OF FEES**

- 11.1 If you do not pay your tuition fees as outlined in your payment schedule, you may be withdrawn from the College. In the event that you are withdrawn from your programme, you will be considered to have cancelled your place and therefore be subject to the College's [Cancellation, Withdrawal, Refund and Compensation Policy](#).
- 11.2 If you have completed your programme, you may not be allowed to graduate and/or your degree certificate/academic statement may not be provided to you until your outstanding fees have been paid. The College may also take legal action against you to recover any unpaid fees.

12. **CRIMINAL CHARGES, CAUTIONS AND CONVICTIONS**

- 12.1 All students and offer holders are also required to promptly notify the College of the details of any relevant criminal charges, cautions and/or convictions they receive (whether connected to the College or not), and of any bail conditions imposed upon them, between application and enrolment and whilst they are enrolled as a student of the College. If you receive any relevant criminal charges, cautions and/or convictions, or are subject to any bail conditions, you will need to provide such information on your application for promptly to the Head of Admissions, or if a current students promptly to the Student Wellbeing Coordinator.
- 12.2 Where a student or applicant has informed the College under 12.1 above, the College will instigate its Declaration of Criminal Convictions Policy and Procedure for Students and Prospective Students, a copy of which can be found [here](#).

13. **DISABILITIES**

- 13.1 If you have a disability, the College will seek to support you whenever reasonable to do so. If you have not yet disclosed a disability, we encourage you to do so at the earliest opportunity so that we may assess and seek to support your needs. As individual students' needs (even those with the same condition) can vary, we encourage you to contact the Student Wellbeing Coordinator before you accept any offer of a place to find out what type of support may be available to you and what information we may need to arrange. If you choose not to tell us about your disability or provide this information with short notice before your programme or examination/ assessment start dates or do not provide full information about it before or during your programme of study, we will do our best to help you, but we may not be able to provide the full range of support which might otherwise be available to you, or there may be a delay in providing that support.

Student.wellbeing@nchlondon.ac.uk

14. **DATA PROTECTION**

- 14.1 The College will collect and process a range of information about you as part of the application and enrolment procedures and in relation to your academic progress. It is necessary for the performance of this contract that the College collects and processes these data. The information collected will be used primarily for the purpose of processing your application and creating and maintaining your student record. This information will also be used to make statutory returns to bodies such as the Higher Education Statistics Agency (HESA).

- 14.2 All data are held and processed in accordance with the requirements of the Data Protection Act 1998 and the General Data Protection Regulations 2018. Information is normally confidential between the applicant, appropriate staff at the College and, in the case of international applicants, the Home Office UK Visas and Immigration. In some cases application data may also be shared externally where programmes have been developed in collaboration with third-party organisations. In the interests of detecting and preventing fraud, the College also has the right to share information with outside organisations such as the police, local authorities, examining or awarding bodies, and the Department for Work and Pensions and its agencies.
- 14.3 The College's Data Protection Policy for students can be found [here](#) and [here](#).
- 14.4 Further to the College's Data Protection Policy, the College does include some photographs or images, including video, of students in the College's promotional material such as the prospectus and website. Any Student who does not want their photograph or image to appear in any of the College's promotional material must write to the Registrar.

15. **ACCURACY OF INFORMATION**

- 15.1 By accepting an offer you confirm that the information provided on your application form and in connection with your application is true, complete and accurate, and that no information requested or other material information has been omitted. The College reserves the right to establish the authenticity of information provided on and/or in connection with your application and it reserves the right to cancel your application and terminate your contract and/or withdraw you from the College if it determines that false, incorrect, incomplete and/or misleading information has been provided in support of your application by you, by your referee or by any other person acting on your behalf.
- 15.2 The College requires verification of your qualifications in order to fulfil the conditions of the Admissions Policy, a copy of which can be found [here](#). Prior to enrolment with the College, you will be asked by the Admissions Office to supply an original or certified copy of your certificate/official confirmation of your qualifications. This condition must be met before you are permitted to enrol fully with the College. Therefore, you should bring your original or certified copy of your certificate(s)/transcript to College enrolment. The College reserves the right to cancel your application and terminate your contract and/or withdraw you from the College if you fail to provide this documentation by the stipulated date.

16. INTELLECTUAL PROPERTY

- 16.1 The College reserves all rights and interests in any copyright, design right, registered design, patent or trademark arising as a result of your work in conjunction with any member of staff or other students at the College for a purpose associated with the College. The College will acknowledge your role in the development of intellectual property.
- 16.2 Copyright in your original work, such as class work, essays, projects, internal examinations scripts and computer generated material, will belong to you. This work (but not examination scripts) will be returned to you when no longer required for the purpose of assessment or display.

17. CONDUCT AND ATTENDANCE

- 17.1 You must be aware of and abide by the College's regulations relating to conduct and behaviour, academic integrity and attendance. The College can impose penalties if you do not follow these requirements, and in serious cases the College can suspend or withdraw you from the College. The College can also suspend or withdraw you from the College if it reasonably believes that your continuation on your programme presents a significant risk of harm to you or to others. More information on the College's disciplinary procedure, academic misconduct, attendance monitoring, fitness to study, and assessments regulations can be found within the [NCH Academic Handbook](#).

18. WHEN YOU MAY BE ASKED TO LEAVE THE COLLEGE/TERMINATION OF OUR CONTRACT WITH YOU

- 18.1 The College reserves the right to withdraw you from the College and terminate its contract with you, without liability, at any time (in accordance with any relevant policies/procedures) by written notice if you are in serious breach of these terms and conditions, the College's Regulations and/or any conditions stated in your offer letter, including (but not limited to) the following circumstances:
- 18.1.1 If it determines that false, incorrect, incomplete and/or misleading information has been provided in support of and/or in connection with your application by you, your referee or by any other person acting on your behalf, including any relevant information relating to criminal convictions.
- 18.1.2 If you fail to meet or, as a result of your circumstances changing, you no longer meet, any special requirements and/or conditions (as set out in your offer letter) for your programme.
- 18.1.3 If you are a student requiring sponsorship under Tier 4 of the UKVI Points Based System: you require a visa to

study in the UK and you do not acquire a visa by the start date of your programme; you are unable to provide the documentation required as part of our UKVI Tier 4 Sponsor Licence; you have previously been refused a visa to study in the UK; you provide documents which the College is unable to verify as authentic or which it believes not to be authentic; you have failed to act within the restrictions of your Tier 4 visa and/or you have failed to comply with or assist the College in complying with any relevant Immigration Rules, UKVI Tier 4 Guidance or other Home Office requirements in force from time to time, including but not limited to:

18.1.3.1 English Language

18.1.3.2 Attendance and checkpoint monitoring

18.1.3.3 Checking the terms of your visa are correct

18.1.3.4 Reporting any updates or changes to your immigration status

18.1.3.5 Keeping your UK address, telephone and personal email address up-to-date on your student record and/or

18.1.3.6 Adhering to the conditions of your visa.

18.1.4 If you are a student requiring sponsorship under Tier 4 of the UKVI Points Based System and after reasonable investigation the College considers, or is informed by the UKVI, that you are a threat to immigration control.

18.1.5 Your academic progress is not satisfactory and you are required to withdraw from the programme or the College by a decision of the College's Progression and Awards Board.

18.1.6 You are withdrawn from the College for breach of the disciplinary, academic misconduct, fitness to study and/or attendance monitoring policies and procedures in accordance with the relevant policies (details of which can be found in the [NCH Academic Handbook](#)).

18.1.7 You do not pay your tuition fees and are considered under the College's [Cancellation, Withdrawal, Refund and Compensation Policy](#).

18.1.8 You fail to enrol or re-enrol on your programme by stipulated dates.

18.1.9 You receive a custodial sentence of a duration of more than 12 months, or longer than the remainder of your candidature period. You would be notified in writing of such withdrawal decision and would be advised of your right to request a review of this decision.

- 18.2 A decision requiring you to leave the College will be taken in accordance with any relevant procedure and subject to any right of appeal or review. If the College has good reason for withdrawing you and does so in accordance with these terms and conditions and any relevant procedure, the College will not compensate you for any loss or damage you may suffer as a result.
- 18.3 On withdrawal, you are required to return all property owned by the College. You must also pay any outstanding fees. Any action taken by the College to withdraw you will not restrict its ability to take any further action against you that it has the right to take.

19. **REVOCAION OF AWARDS**

The College reserves the right to investigate and determine allegations of academic misconduct after an award has been bestowed upon a student in accordance with the Academic Misconduct Procedure. If you are found to have committed academic misconduct after you have received an award this could result in your award being revoked by the awarding body (for details see the [NCH Academic Handbook](#)).

20. **COMPLAINTS**

- 20.1 The College is committed to providing a high quality educational experience, supported by a range of academic and administrative services and facilities. From time to time, however, things may go wrong, and, if the matter cannot be resolved informally the College Complaints Procedure sets out a procedure for enrolled students to raise any complaints with the College and for such complaints to be dealt with fairly, consistently and as quickly as possible. The College Complaints Procedure is contained within the [NCH Academic Handbook](#).
- 20.2 Students who are dissatisfied with a decision relating to a complaint they have raised may be able to complain to the Office of the Independent Adjudicator (OIA), an independent body which reviews student complaints: <http://www.oiahe.org.uk/>
- 20.3 The procedures for prospective students and applicants who are dissatisfied with the outcome or treatment of an application can be found in the College's [Admissions Complaints Policy and Procedure](#).

21. **LIABILITY**

- 21.1 If the College fails to comply with these terms, the College is responsible to you for any direct loss or damage you suffer that is a reasonably foreseeable result of the College breaking this contract or the College failing to use reasonable care and skills, however, the College is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both

the College and you knew it might happen, for example, if you discussed it with the College before entering into the contract. The College will not, however, be responsible for any loss or damage you suffer which is attributable to your own fault and/or the fault of a third party.

- 21.2 The College is not responsible for business losses. The College only supplies these services for domestic and private use. If you use these services for any commercial, business or re-sale purpose the College will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 21.3 The College does not in any way exclude or limit its liability for:
- 21.3.1 death or personal injury caused by its negligence;
 - 21.3.2 fraud or fraudulent misrepresentation;
 - 21.3.3 any liability which cannot be limited or excluded as provided for under section 57 of the Consumer Rights Act 2015.
- 21.4 The College is not responsible for delays outside its control. If the College's performance of its services is affected by an event outside the College's control then the College will contact you as soon as possible to let you know and the College will take steps to minimise the effect of the delay. Provided the College does this, the College will not be liable for any delays caused by the event but if there is a risk of any substantial delay you may contact the College to end the contract and receive a refund for any services you have paid for but not received.
- 21.5 The College will not be liable to you for events outside its control which it could not have foreseen or prevented even if it had taken reasonable care. Events outside the College's control include industrial action, over or under demand from students, staff illness, significant changes to Higher Education funding, severe weather, fire, civil disorder, political unrest, government restrictions and concern with regard to the transmission of serious illness. In such circumstances, the College reserves the right to change or cancel parts, or all, of your programme and/or contract.

22. **GENERAL MATTERS**

- 22.1 Your contract with the College is between you and the College and only these two parties can enforce it. The Contracts (Rights of Third Parties) Act 1999 does not apply.
- 22.2 Although the contracting entities will not change, the College reserves the right to change the name of Tertiary Education Services Limited and/or the trading name under which it currently operates.
- 22.3 The contract shall be governed and construed in accordance with the laws of England and Wales. By accepting your offer you agree

to abide by these terms and conditions and submit to the non-exclusive jurisdiction of the courts of England and Wales for the resolution of any disputes which may arise out of, or in connection with, the contract.

23. FURTHER CONSUMER RIGHTS

- 23.1 As a consumer, you will always have legal rights (including statutory remedies) in relation to services not carried out with reasonable skill and care, or if the materials the College uses are faulty or not as described.
- 23.2 For further details of your legal rights (including statutory remedies) you can visit your local Citizen's Advice Bureau, Trading Standards Office and/or visit the Consumer and Markets Authority website.

24. ENQUIRIES

- 24.1 Enquiries about the interpretation of these terms and conditions should be addressed to:

Prior to enrolment: admissions@nchlondon.ac.uk

After you have enrolled: bursar@nchlondon.ac.uk

Title	Terms and Conditions 2018	Author	Executive Dean
Location	NCH Academic Handbook	Approved by	Executive Committee
Version	3.1	Last updated	October 2018
Publication date	October 2018	Review date	October 2019
Related policies	Student Handbook; Programme Specifications; Undergraduate and Postgraduate Fees List: International and UK; English Qualification Equivalencies; Cancellation, Withdrawal, Refund and Compensation Policy; Declaration of Criminal Convictions Policy and Procedure for Students and Prospective Students; Attendance Policy, Code of Conduct and Disciplinary Procedures; Fitness to Study; Academic Misconduct; Complaints Procedure; Admissions Complaints Policy and Procedure		
External Reference Point	UK Quality Code: Admissions, Recruitment and Widening Access; Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013; Data Protection Act; GDPR; HESA; Student Loans Company; Tier 4; Office of the Independent Adjudicator; Consumer Rights Act 2015; Contracts (Rights of Third Parties) Act 1999; Citizens Advice Bureau; Trading Standards Office; Consumer and Markets Authority		