



Fairfield School of Business

Student Enrolment Terms and Conditions

Version 2.2

Applicants must read and sign the box on page 13 to indicate they agree to the below terms and conditions. The signed terms and conditions should be returned to the Admissions Office prior to commencing any programme of study with Fairfield School of Business.

1. EFFECT OF THESE TERMS

- 1.1. These terms & conditions (“the Terms”) apply to all undergraduate, postgraduate and other students (“you”) enrolling with Fairfield School of Business Limited (“FSB”, the “School”, “we”, “us”, “our”).
- 1.2. Together with the other documents to which they refer, these Terms form the contract between FSB and you, and the conditions that apply to your programme of study at FSB (“the course”). If there is any inconsistency between these Terms and any other document generated by or on behalf of FSB, these Terms shall prevail.
- 1.3. FSB delivers programmes under award-validation and franchise agreements with its university partners (“awarding bodies”); all certificates of award will be issued by the awarding body and in its name and not by FSB.
- 1.4. Depending on the validation or franchise agreement in place for your programme, you may be enrolled as a student of the awarding body, in which case you may be required to abide by the awarding body’s own terms and conditions in addition to these Terms. Where there is any discrepancy between these Terms, and those of the awarding body, the awarding body’s terms shall prevail.
- 1.5. Prior to enrolment, your recruiter will make it clear to you whether you are required to sign any additional terms and conditions to complete your enrolment.

- 1.6. These Terms, together with the matters referred to in any document setting out the offer made to you (“the Offer”) (directly to you by FSB and on the enrolment form or on-line application) form the entire agreement and understanding between you and FSB with regard to the course and replace any other written or verbal promises, undertakings or representations.
- 1.7. No contract will exist between you and FSB until you formally reply to FSB accepting an offer, either by signing an Agreement or accepting the Offer through the online application system as appropriate to your method of application.
- 1.8. By signing these terms and conditions and accepting an Offer you formally agree to:
 - 1.8.1. follow FSB’s and its awarding bodies’ rules, regulations and policies,
 - 1.8.2. ensure payment of all fees due by the dates specified by FSB, unless previously agreed otherwise in writing by the FSB Finance Office,
 - 1.8.3. ensure that FSB has the correct personal and contact details for you at any given time,
 - 1.8.4. where applicable, provide proof of your, identity, qualifications and immigration status.
- 1.9. All applications must be signed by the student personally. All applications made online will be assumed to be made by the student in person. Under no circumstances will applications made for an individual by a third party (e.g. an agent or a relative) be accepted.
- 1.10. FSB reserves the right to request any student to apply for a Basic Disclosure (or where required for certain courses, an Enhanced Disclosure) check either before or after the enrolment. FSB shall be entitled to refuse to enrol you or to require you to stop studying on the course, and to leave your course immediately, if you fail to comply. You will be required to pay the cost of any disclosure check required, which will not be refundable in the event of the check revealing convictions that prevent enrolment on your course.
- 1.11. FSB’s admissions process is subject to the *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013*; if you have applied through our online enrolment form or have accepted the offer by post or email subsequent to contacting our admissions department by telephone or email only, your acceptance of these terms will be treated as a ‘distance contract’. In such cases after accepting an Offer you have a right to cancel your enrolment at any time up to 14 days after you confirm your acceptance.
- 1.12. If you cancel within this period, you will be entitled to a refund of any deposit/tuition fees which you have paid and you will not be bound by these Terms. If you have requested and explicitly consented to early performance of the services below, then FSB will be entitled to deduct the value of any such services provided at the time of your cancellation request. Refunds requested by students of a ‘distance contract’ will be paid within 14 days of the cancellation request. FSB prefers these requests be made on the cancellation

form by email or delivery to the Registrar, however any clear statement of your intention to cancel is sufficient.

- 1.13. Once the above cancellation period has expired, you may terminate this agreement by notice at any time by post to our Head Office (Memo House, 1st Floor, Kendal Avenue, London, England, W3 0XA), or by email to the Registrar (registrar@lsst.ac). If you do so a minimum of 30 days prior to the course start date, you will receive a refund of all pre-payments. If you do so less than 30 days prior to the final semester you will be refunded 50% of the prepayments made. No refund is available for cancellations in the final semester.

For more information about your eligibility for a refund, please refer to FSB's Tuition Fee and Refund policy.

2. FSB'S OBLIGATIONS

2.1. FSB shall:

- 2.1.1. provide a high-quality course that aligns with the description given in any promotional material or by the School's recruiters, and ensure that threshold academic standards for qualifications are consistent with the relevant national frameworks,
- 2.1.2. enrol you as a student with your programme's awarding body provided you meet all entry requirements set by the awarding body at the relevant date of progression,
- 2.1.3. make available to you such learning support facilities and services as are reasonably necessary for completion of the course. FSB shall be able to make variations from time to time to the services and facilities provided, and you agree that changes to such support facilities and services shall not be deemed to be substantial changes to this contract,
- 2.1.4. take all reasonable steps to ensure that study programmes are delivered in full and meet the expectations students have when they accept an offer to study with the School. Most importantly it will ensure that students who successfully engage with their studies are not prevented from achieving the qualification due to them for reasons of:
 - i. Changes to a programme's content,
 - ii. Changes to, or loss of access to learning resources or campus facilities,
 - iii. Changes to awarding body arrangements,
 - iv. 'Teaching-out' of programmes for which there will be no further recruitment.

FSB's Student Protection Plan sets out how the School will ensure that its programmes are delivered as closely aligned as is reasonably possible to that which is described in its promotional materials and pre-contract information.

3. ACCURACY OF INFORMATION ABOUT YOUR COURSE

- 3.1. FSB makes every effort to ensure that the information provided to you about your course is correct, and that we do not omit telling you about important information that might affect your decision to study with us. Occasionally it may be necessary to update a prospectus or course page, due to legitimate staffing, financial, regulatory or academic reasons. FSB will endeavour at all times to keep any changes to such information to a minimum and to keep you informed appropriately.

4. YOUR OBLIGATIONS

- 4.1. You are required to comply with your obligations under these Terms and to:
- 4.1.1. attend lectures, courses, tutorials, examinations and other activities which form part of the course (subject to absence for genuine medical reasons or other special circumstances). If your attendance or participation on your course is such that FSB believes that you will be unable to successfully progress or complete the course, or you fail to respond adequately to FSB's attempts to seek your re-engagement with your programme of study, FSB may withdraw you from the course without refund. If you are withdrawn from the course due to non-submission or poor attendance, you will remain personally liable for the fees for the year you are withdrawn, and any previously completed year.
 - 4.1.2. arrive for your classes on time, stay for the full duration of the session, participate in activities enthusiastically and engage according to the requirements of the module and the lecturer.
 - 4.1.3. complete and submit all course work required for the programme of study by published deadlines or inform an Assessment Officer where a situation arises that prevents you from doing so in accordance with FSB's regulations.
 - 4.1.4. provide FSB with an emergency contact name and details which may be used by FSB at its discretion, and promptly update FSB of any changes to these contact details.
 - 4.1.5. notify FSB promptly of any changes to the information which you submitted on application or enrolment; for example, if you change your correspondence address.
 - 4.1.6. familiarise yourself with and agree to abide by all rules, regulations, and policies, and codes of conduct of FSB, and those of any awarding body that you are enrolled with through FSB. These will be made available on the Student Portal.
 - 4.1.7. comply with any professional standards, if applicable, in relation to the course.

- 4.1.8. behave appropriately whilst on FSB premises, cooperate with all of the efforts of FSB to comply with its Health and Safety obligations and comply with the Student Code of Conduct set out in the Student Handbook, in the Student Code of Conduct & Disciplinary Procedures, and available on the FSB website and its Student Portal.
- 4.1.9. carry your FSB issued Student Identification Card ("ID Card") with you at all times whilst on FSB premises or engaged in FSB activities and present it to authorised FSB staff if requested to do so and to not allow any other person to use this card for any reason whatsoever.
- 4.1.10. comply with any reasonable instructions issued to you from time to time by FSB.
- 4.1.11. tell FSB promptly, and in writing, in the event that you choose to withdraw from your course.

5. INTERNAL EU/EEA STUDENTS:

- 5.1. For students with limited leave to remain in the UK: You must provide evidence of your continuing leave to remain (i.e. a current Tier 4 or similar visa from another institution/spouse visa, etc. which has not been curtailed), on enrolment and whenever it is requested by FSB. You must promptly submit to FSB copies of any correspondence with the UKVI/the Home Office and to inform FSB of any changes to their immigration status. FSB may remove you from the course without further notice and without refund if you fail to provide these on the dates required.
- 5.2. EU or EEA students who have not applied for or been accepted under the EU Settlement Scheme (the immigration scheme as established by the UK Government for EU and EEA citizens) and who plan to arrive in the UK from 1 January 2021 onward will be required to apply for a student visa in order to study on a course which is longer than 6 months.

6. FEES AND PAYMENT

FSB's policy on fees is detailed in full in the Tuition Fee and Refund Policy.

- 6.1. You are individually responsible for payment of tuition fees and other charges and costs incurred during your course, even where you have an agreement for sponsorship (e.g. with an employer) or student finance from the Student Finance England. This means that should you lose or cancel your sponsorship, or your sponsor's payment is delayed, for whatever reason, you will be personally liable for payment of the fee.
- 6.2. If you are not entitled to government funding from the Student Loans Company, you must make payment of the course fees on your own as set out in the offer (the Course Fees) for each year in full prior to each year's start date, unless you have agreed an instalment plan with your campus Finance Officer here in FSB.

- 6.3. Irrespectively of how you pay for your course fees, for example via the SLC or self-funding, course fees do not include possible additional fees incurred during your course such as resit fees (£15, unless attendance at the time of the referral/resit is over 80%), admin fees for production of letters (£20 per letter, and £5 per duplicate), or DBS checks, where required (the fee for which will be set by a separate DBS checking agreement).
- 6.4. In the unfortunate event that you have not achieved the main assessments of a particular module and you have also failed, or not submitted the required re-submissions and/or you did not sit the relevant exams and the University that you have enrolled decided that you have to re-take this particular module(s), the fee for each module re-take is £1,000.
- 6.5. If payment of the course Fees (or any instalment under an instalment plan is) not made by the agreed date(s), you will also be charged a late fee of £15.00 per missed instalment. We also reserve the right to charge interest at 8% per annum from the date of the missed instalment, and recover any costs of instructing a third party to recover the debt. If you pay by cheque and that cheque is returned unpaid, an additional bank and administrative charge of £30 per dishonoured cheque will be added to the fee balance.
- 6.6. In addition to the charges set out in 6.3 – 6.5. above, FSB may also take any or all of the following steps if you fail to pay the course Fees or any instalment of an instalment plan:
- immediately cancel any instalment plan and demand payment of the balance;
 - suspend access to the library and computing facilities;
 - not accept or mark the examination scripts and assignments/coursework;
 - not enrol or reenrol you with the awarding body;
 - not submit any unit/module results to the awarding body;
 - withhold the final award certificate and transcript;
 - suspend you from the course;
 - cancel your enrolment/refuse to re-enrol you, and remove you from the course;
 - pass your debt to a third party (e.g. a solicitor or debt collection agency) for collection at your expense.

7. FSB RULES AND REGULATIONS

- 7.1. You are required, as a condition of accepting an Offer, to abide by all relevant codes, rules and regulations of FSB in existence during the course which relates to the activities of students at FSB, or which may apply to you and your particular programme option. These shall include (but shall not be limited to) the following:
- FSB and the relevant awarding body's Academic Regulations,
 - FSB's Tuition Fee and Refund Policy,
 - FSB's Student Complaints Procedure;
 - FSB's Student Code of Conduct and Disciplinary Procedure,
 - FSB's Academic Misconduct Procedure
 - FSB's Health and Safety Policy,
 - FSB's Student Attendance Policy & Procedure,
 - FSB's Library Regulations,

- FSB's Data Protection Policies and policies relating to the use of IT facilities,
- FSB's Preventing Extremism and Radicalisation Policy,
- All programme handbooks, codes, rules and regulations of any other relevant organisation or institution, if required as part of the course, as such codes, rules and regulations are amended from time to time.

7.2. For avoidance of any doubt, your removal from your course at FSB as a result of disciplinary action taken against you in accordance with the disciplinary procedures of FSB, shall not discharge you from your obligation to pay the outstanding course fees to FSB.

8. CHANGE OF CIRCUMSTANCES

8.1. In addition to FSB's right to end the contract in accordance with Condition 5.2 above, FSB is entitled to end the contract immediately by notice in writing to you in the following circumstances:

- 8.1.1. If there is a change in your circumstances between the acceptance of an Offer by you and the beginning of the course or if FSB becomes aware of information relating to you not previously known to it (including, but not limited to, information about criminal convictions, subject to the Rehabilitation of Offenders Act 1974) which in the reasonable opinion of FSB makes it inappropriate for you to study on the course; or
- 8.1.2. If you fail to notify FSB immediately of any convictions or changes in your status with the Disclosure and Barring Service that occur whilst you are registered as a student at FSB; or
- 8.1.3. If, in the reasonable opinion of FSB, you have failed to provide FSB with all relevant information which could affect your acceptance on the course or have supplied false or misleading information relating to your application for the course.

9. PROVISION OF THE COURSE

9.1. While FSB undertakes to take all reasonable steps to provide the course and services with reasonable care and skill, should circumstances beyond the control of FSB interfere with its ability to provide the course or the services, FSB undertakes to take all reasonable steps to minimize the resultant disruption to the course and the services.

9.2. FSB will use all reasonable endeavours to deliver the course in accordance with the description applied to it in FSB's marketing and promotional materials (e.g. website entries or prospectus) for the academic year in which you begin the course. However, FSB has limited resources which it has to manage in an efficient way, in the context of the provision of a wide range of courses to a large number of students. FSB therefore shall be entitled:

- 9.2.1. at any time to alter the timetable applicable to you, to alter the number of classes relating to the course, alter the methods by which the course is delivered and to alter the location of delivery of the course, such changes not to be considered substantial unless they would alter the study mode, academic classification, or eligibility for benefits, immigration status or Council tax credit purposes of the course,
- 9.2.2. to make reasonable variations to the content and syllabus of the course, such changes not to be considered substantial, required in order to comply with any changes in the law, changes required in order to comply with the FSB's accrediting bodies, update course material in order to reflect best practice and academic development,
- 9.2.3. to discontinue the course or decide not to provide the course or to merge or combine the course with other programmes of study. If FSB decides not to provide the course or makes any substantial variation to the course prior to the commencement, then it will use reasonable endeavours to notify you in advance and you shall be entitled to withdraw your application by written notice to FSB. In these circumstances you will be entitled to a refund of any deposit/fees which you have paid to FSB,
- 9.2.4. FSB is not liable to provide a refund if substantial changes are made as a result of decisions made by an awarding body, or to comply with changes in law or industry practise.
- 9.3. FSB does not accept responsibility, and expressly excludes liability, for any indirect or consequential loss or damage (including, without limitation, loss of profit, loss of earnings, loss of opportunity, and living expenses), however arising, suffered by you as a result of any breach by FSB of these terms & conditions or any other act or omission of FSB or its employees or agents.
- 9.4. FSB shall not be held responsible for any loss, damage or expense resulting from any delay, variation or failure in the provision of the Services or facilities relating to any programme or course arising from circumstances beyond FSB's reasonable control.
- 9.5. Although FSB shall endeavour to ensure that computer equipment and software it makes available for your use has reasonable security and anti-virus facilities and protections, your use of such computer equipment and any software provided by FSB is at your own risk. FSB shall not therefore be liable for any loss or damage suffered by you as a result of use of any computer equipment or software provided or made available by FSB to you, including (but without limiting the general nature of this condition) any contamination of software or loss of files as a result of using FSB equipment or software.
- 9.6. If FSB is found liable to you for any breach by FSB of these Terms the liability of FSB shall be limited to a refund of the course Fees actually paid by you.
- 9.7. Nothing these Terms shall operate to exclude FSB's liability for death or personal injury caused by FSB's negligence, or for fraudulent misrepresentations.

10. REQUIREMENTS ON TERMINATION OF THESE TERMS

- 10.1. If at any time you or FSB end this contract or generally or if these Terms end automatically:
- 10.1.1. FSB shall be entitled to refuse to enrol you on the course, if at the date of termination you have not already been enrolled,
 - 10.1.2. FSB shall be entitled to exclude you from its premises or its online learning environment immediately, if at the date of termination you have already enrolled,
 - 10.1.3. any action taken by FSB under Conditions 10.1.1 or 10.1.2 will not restrict the ability of FSB to take any other action against you to which it may be entitled,
 - 10.1.4. FSB will not be liable for any loss or damage of whatever nature which you may suffer as a result of any action taken against you by FSB to terminate these Terms or disciplinary action by FSB (provided the action by FSB is taken properly in accordance with these Terms or FSB's procedures),
 - 10.1.5. you are required to return the Student Identification Card, which was issued to you on enrolment, and any special equipment provided by the School for use on your course; and
 - 10.1.6. Any instalment payment facility in respect of the course will terminate automatically and the full balance of outstanding course fees will become due immediately.

11. SPECIAL CONDITIONS

- 11.1. You agree that you will abide by any special conditions relating to the course set out in the Offer, instalment plan, DBS checking agreement, testimonial form, or any other supplementary contract agreed between you and FSB, and these shall be incorporated in this contract.

12. DATA PROTECTION

- 12.1. FSB will only ever process your personal data in accordance with the School's Data Protection Policy and otherwise as permitted by applicable data protection law.
- 12.2. By accepting an offer of placement you understand that FSB may use and process personal data or information regarding you, including Special Category (i.e. data revealing your racial or ethnic origin, political opinions, religious or philosophical beliefs, health, sexual orientation) and Criminal Offence Data while you are a student of FSB and after you have left FSB as set out in its Data Protection Policy. Any data FSB holds will be collected and processed in accordance with domestic law.

- 12.3. Students who are involved in dealing with other peoples' personal data (for example in some research projects, or in the course of a work placement) must ensure that they abide by the requirements of data protection law (which contains requirements about security of personal data, and how such data is used and shared) as outlined in the School's Data Protection Policy and seek guidance from their tutor or supervisor where appropriate.

13. INTELLECTUAL PROPERTY

- 13.1. FSB's brands and trademarks are owned and licensed by FSB. Our awarding bodies' brands and trademarks are owned and licensed by those awarding bodies.
- 13.2. Copyright in your course material and all other material on our website belongs to us.
- 13.3. No part of our website or your course material may be copied, reproduced or republished in any form or by any means, without obtaining our prior written permission. We reserve the right to bring legal action against you if you breach this obligation.
- 13.4. By entering into these terms and conditions you agree that the copyright in any images of you used on our marketing materials and website will belong to us.
- 13.5. You will own the copyright and other intellectual property rights vesting in content created by you in the course of and for the purpose of your studies with FSB, except content created:-
- 13.6. On courses that are part of an ongoing research program (and this fact has been stated in the Offer):
- 13.6.1. on or for a work placement,
 - 13.6.2. promotional materials created for FSB such as produced under 13.4 above.
- 13.7. In accepting these terms you agree to grant FSB an irrevocable, world-wide, royalty free, non-exclusive licence to use, copy, edit, and distribute any material in which your intellectual property rights such as copyright may subsist, for academic, promotional, and other non-commercial purposes. You agree to execute any deed, assignment, or other documents necessary to effect such a licence on request by us.

14. GENERAL

- 14.1. If any provision of these Terms is or becomes illegal, invalid, void or unenforceable that shall not affect the legality, validity or enforceability of the other provisions within these Terms.

- 14.2. Any notice or other communication made under these Terms shall be in writing (including by email) and addressed to you at the last address notified by you to FSB and/or sent to your FSB email account, and shall be deemed to have been properly served:-
- if delivered by hand when left at that address;
 - if sent by email, on the day on which it was sent, or if not a business day, the next business day thereafter;
 - if made by pre-paid first class post, on the second business day after being posted to that address.
- 14.3. If you breach these Terms and FSB chooses not to exercise any right which it may have against you, that shall not prevent FSB from taking action against you in the future in respect of that breach or any further breaches by you.
- 14.4. These Terms are only enforceable by you and FSB. No other person shall have any rights in connection with these Terms.
- 14.5. FSB shall not be liable for any loss, theft, misuse or damage to your property while on FSB premises nor any injury or death not occasioned by the gross negligence of FSB, its office bearers, employees or agents. FSB shall further not be responsible for any losses you would not have suffered had you taken reasonable steps to avoid or reduce such loss. Further, FSB accepts no liability for any loss or damage as a result of the use of any software or computer equipment made available to you.
- 14.6. Only you and FSB are parties to this agreement. No other person or institution shall have rights under the Contracts (Rights of Third Parties) Act 1999 to enforce the terms of this agreement.
- 14.7. Failure by you or FSB to enforce any breach of any terms of this contract shall not constitute a waiver of the said provision and further shall not prevent FSB from taking steps to enforce that or any other provision.
- 14.8. These Conditions shall be governed by and construed in all respects in accordance with the laws of England and Wales and are subject to the exclusive jurisdiction of the English courts.

15. APPEALS AND COMPLAINTS

- 15.1. As an enrolled student, should you wish to complain about the service you receive from FSB, you should refer to our *Student Complaints Procedure* and follow the procedures described. This procedure has been produced to help FSB resolve any complaints you may have as promptly, fairly and amicably as possible.

A separate Admissions Complaints Policy is available for applicants, this can be found in the School's Admissions Policy.

- 15.2. If, having followed the Student Complaints Procedure to completion, you remain dissatisfied and, if you are an enrolled student, you have the right to make a complaint to the Office of the Independent Adjudicator for Higher Education (the OIA).
- 15.3. If you wish to appeal a decision that you have received from the FSB that affects your academic status, you should refer to our Appeals Policy and follow the procedures described. This policy similarly looks to deal with all appeals in a prompt and fair manner.

16. SPECIAL PROVISION - COVID 19 REMOTE LEARNING

- 16.1. Further to FSB's Student Protection Plan, Government social distancing restrictions in place to prevent the spread of COVID-19 have required us to make temporary changes to the way in which we deliver our programmes, which includes making greater use of online programme delivery methods. Regardless of such changes, FSB remains committed to delivering a high quality academic experience and supporting its students to achieve successful outcomes.
- 16.2. By agreeing to these terms and conditions, students accept that there may be occasions where study must be conducted wholly or partially online in order to comply with UK Government social distancing policy, and confirm that they will continue to engage with their studies under these circumstances.
- 16.3. Where study must be conducted online for reasons of preventing COVID-19 contagion, students accept that there is no entitlement to an adjustment of tuition fees or eligibility for a refund owing to these circumstances, and that such circumstances do not affect any provision within these Terms or mitigate the expectation that students will abide by the School's policies and procedures, except where these are temporarily modified by the School.
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Please sign your agreement to these terms overleaf:

Student Enrolment Terms and Conditions

Version 2.2,

Please indicate your acceptance of these conditions by signature in the space below.

PRINT NAME:

DATE: