

Apprenticeships Student Terms and Conditions

Effective from 12th January 2023

Please note that these terms and conditions (these "Terms") apply to all Apprenticeship programmes designed and delivered by The University of Law Limited (No.07933838), ("the University") in or, (for online delivery) from the United Kingdom (each referred to in these Terms as a "Course" and together, the "Courses").

If you apply for one of the above Courses and your application is successful you will be provided with an individual training plan ("Individual Training Plan") by the University. If there is any inconsistency between the Individual Training Plan and these Terms, these Terms will prevail.

By reserving a place on one of the Courses you enter into a legally binding contract with the University which can only be varied by agreement in writing. You accept and agree to be bound by these Terms which include the fee schedule relating to your Course (the "Fee Schedule").

Your attention is drawn in particular to paragraphs 2 and 3.

Terms and conditions

1. When this contract starts

- 1.1. As soon as you accept your offer of a place on a Course at the University, your contract with the University will start (and any applicable Cooling Off Period as described in paragraph 3 of these Terms will also start).

2. Non-financial obligations

- 2.1. By reserving a place on your Course you accept and agree to be bound by and comply with:
 - 2.1.1. all University policies that we publish (and update) on our website at <https://www.law.ac.uk/policies/> from time to time including policies concerning: Accessibility, Cookies and Privacy, Data Protection (including the Data Protection Declaration), Data Retention, Disability Support, Diversity, Intermission, Modern Slavery, Safeguarding, Student Charter, Student Discipline (including the Student Discipline Regulations), Terms and Conditions of Website Use, Student Visa, Right to Study and Website Disclaimer;
 - 2.1.2. all rules and regulations relating to your Course contained in the student handbook including (without limitation) attendance and disciplinary rules, IT, exam rules, assessment regulations and appeals;
 - 2.1.3. all eligibility requirements of the relevant regulatory or validating body for your Course as detailed in your offer documentation, including (in each case without limitation and where applicable), obtaining membership and compliance with any "character and suitability" criteria;
 - 2.1.4. the University's own academic, English language and other eligibility requirements for your Course which you are required to meet prior to your enrolment; and

2.1.5. any disability support agreements applicable to your Course.

3. Your statutory right to cancel

Your statutory right to cancel your place after accepting an offer.

- 3.1. Your contract with the University begins when you accept an offer to study with us as we have detailed in paragraph 1.1.
- 3.2. You have a statutory right to cancel this contract with the University within **14 calendar days** of the date you accept your offer to study with the University. This is known as a '**Cooling Off Period**'.
- 3.3. You do not need to give us any reasons for cancelling your contract.
- 3.4. This statutory right is available to you under the United Kingdom's Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- 3.5. Please note that you may have other rights to withdraw from your Course or your contract with the University outside of the Cooling Off Period. These rights and details on how you can exercise them are set out in this paragraph of these Terms.

How to exercise your right to cancel within the Cooling Off Period

- 3.6. To exercise your right to cancel your place within the Cooling Off Period you need to make a clear statement to us that you wish to cancel. You can let us know that you wish to cancel during the Cooling Off Period by:
 - 3.6.1. cancelling through your Applicant Portal which can be accessed [here](#). This is the quickest and easiest way to cancel; or
 - 3.6.2. sending a clear statement by email to admissions@law.ac.uk.
- 3.7. If you need help making your statement clear, you may also fill out the University's model cancellation form here but it is not obligatory to do so. If you wish to use this form, you may return it to us by email at admissions@law.ac.uk.
- 3.8. The date on which we receive your request to cancel your contract with us will be date of cancellation of your contract.

How to cancel outside of the Cooling Off Period

- 3.9. If you wish to cancel your contract with us outside of the Cooling Off Period you should do so electronically using the following methods:
 - 3.9.1. **up to the end of Course Week 2 either through:**
 - 3.9.1.1. your Applicant Portal which can be accessed [here](#). This is the quickest and easiest way to let us know that you wish to cancel; or
 - 3.9.1.2. if for any reason you are unable to cancel through your Applicant Portal, by sending a clear statement by email to admissions@law.ac.uk.

3.9.2. **from the start of Course Week 3:** by email to apprenticeship-compliance@law.ac.uk.

3.10. You cannot cancel by post, telephone or otherwise.

3.11. If you tell us you wish to cancel through the Applicant Portal or by email, we will communicate to you an acknowledgement of receipt of such a cancellation by email without delay. We recommend you keep a copy of your acknowledgement.

3.12. Please be aware that the Admissions and Apprenticeship Compliance teams acknowledge receipt of all e-mails within 24 hours of receipt. If you send an e-mail and do not receive an acknowledgement within this timeframe, please re-send your e-mail.

3.13. The date that your cancellation takes effect, will be the date on which we receive your notice that you wish to cancel through your Applicant Portal or by email.

Cancellation by the University

3.14. The University reserves the right to refuse or withdraw an offer or cancel your accepted place on your Course for any of the following reasons:

3.14.1. if you have not met the eligibility criteria for your Course and/or if you have failed to comply with the conditions attached to your Course offer.

3.14.2. if you fail to supply any requested documentation prior to registration which is required to confirm your eligibility to study in the United Kingdom.

3.14.3. if you fail to supply upon registration:

3.14.3.1. a valid passport or other acceptable form of ID; and/or

3.14.3.2. if you fail to take up your place at the start of your Course.

3.14.3.3. if you fail to attend in accordance with University requirements.

3.14.3.4. if you are found to have committed gross misconduct or found guilty of a serious criminal offence.

3.14.4. if there are not enough students confirmed on your Course.

3.14.5. if the running or continuation of your Course becomes unviable or practically impossible for the University.

3.15. The University cannot be held responsible for any remedy, damages or compensation for Course cancellations.

4. Deferral

- 4.1. A request to defer is an application to cancel your reserved Course place and reserve a new place on a later course on these same Terms, returning at the start of the course ("**Deferral**").
- 4.2. Deferral may not be available on all Courses and there is no automatic right to defer.
- 4.3. You may only submit a request to defer up until the end of Course Week 2. Any requests to defer received after the end of Course Week 2 will not be accepted by the University.
- 4.4. You should make any request for a Deferral electronically using the following methods:
 - 4.4.1 through your Applicant Portal which can be accessed [here](#). This is the quickest and easiest way to let us know that you wish to defer; or
 - 4.4.2 if for any reason you are unable to request a Deferral through your Applicant Portal, by email to admissions@law.ac.uk **and** apprenticeship-compliance@law.ac.uk.
- 4.5. You cannot request a Deferral by post, telephone or otherwise.
- 4.6. If you request to defer we will acknowledge your request by email without delay. We recommend you keep a copy of your acknowledgement.
- 4.7. Please be aware that the Admissions and Apprenticeship Compliance teams acknowledge receipt of all e-mails within 24 hours of receipt. If you send an e-mail and do not receive an acknowledgement within this timeframe, please either re-send your e-mail or contact us on 0800 289 997 (United Kingdom) or +44 (0)1483 216 000 (International).
- 4.8. Deferral will generally be permitted by the University (entirely at its discretion) once only.
- 4.9. The University will confirm via e-mail whether or not your request to defer has been approved.

5. Intermission

- 5.1. A request to intermit is an application to cancel your reserved Course place and reserve a new place on a later Course on these same Terms, returning at an appropriate point in the later Course as notified to you by the University ("**Intermission**").
- 5.2. Intermission may not be available on all Courses and there is no automatic right to intermit.
- 5.3. You may only request to intermit your reserved place after the end of Course Week 2.
- 5.4. Intermission will generally be permitted by the University (entirely at its discretion) once only and for a maximum of one year only, in accordance with the Intermitting policy.

- 5.5. Any Intermission request must be made to your Skills Coach and Programme and Student Lead via e-mail to studentinfo-apprenticeships@law.ac.uk.
- 5.6. The University will confirm via e-mail whether or not your Intermission has been approved.

6. Transfer

- 6.1. A request to transfer is an application to transfer to another Course, mode of study and/or University Campus on these same terms ("**Transfer**").
- 6.2. Please note you will not be entitled to submit a request to Transfer except in very limited circumstances to be discussed with the University on a case by case basis.
- 6.3. Transfer is not available on all Courses and there is no automatic right to Transfer.
- 6.4. You may request to Transfer after the commencement of your Course.
- 6.5. If you wish to request a Transfer you should do so electronically using the following methods:
 - 6.5.1. **up to the end of Course Week 2 either through**
 - 6.5.1.1. your Applicant Portal which can be accessed [here](#). This is the quickest and easiest way to let us know that you wish to Transfer; or
 - 6.5.1.2. if for any reason you are unable to request a Transfer through your Applicant Portal by email to admissions@law.ac.uk and apprenticeship-compliance@law.ac.uk.
 - 6.5.2. **from the start of Course Week 3:** by email to apprenticeship compliance at apprenticeship-compliance@law.ac.uk.
- 6.6. You cannot request a Transfer by post, telephone or otherwise.
- 6.7. If you request to Transfer we will acknowledge your request by email without delay. We recommend you keep a copy of your acknowledgement.
- 6.8. Please be aware that the Admissions and Apprenticeship Compliance teams acknowledge receipt of all e-mails within 24 hours of receipt. If you send an e-mail and do not receive an acknowledgement within this timeframe, please re-send your e-mail.
- 6.9. All Transfer requests will be considered by the University on a case by case basis. The University will confirm via e-mail whether or not your request to Transfer has been approved.

7. General

- 7.1. The University will do all it reasonably can to deliver your Course in accordance with the Course description given on the University's website as at the Course start date.

However, the University may need to make variations to your Course which it considers to be necessary including:

- 7.1.1. to reflect changes to the theory in an area of research or practices around the subject or its delivery;
 - 7.1.2. as a result of a commissioning or accrediting body requiring certain content to be added to or changed within your Course;
 - 7.1.3. if your educational experience would be or would be likely to be impaired if changes were not made to your Course.
- 7.2. Changes made by the University may include changes to the content and structure of your Course as well as the location, dates, times and method of its delivery. Nevertheless, prior to making any change to your Course which the University reasonably believes would result in you receiving a substantially different Course or service from us to what you agreed to when accepting your place on a Course (a "**substantial change**"), the University will notify you in writing.
- 7.3. If any change we propose would amount to a substantial change, you will be given the opportunity to:
 - 7.3.1. Transfer to a different Course; or
 - 7.3.2. cancel your place on your Course without incurring any penalties. If you wish to do this, you must give the University written notice within 14 days of being notified by the University of a substantial change to your Course. The University will not provide you with any compensation if this should occur.
- 7.4. These Terms are governed by English law and where necessary you can bring legal proceedings against us in the English courts. If you live in Scotland or Northern Ireland, you may also bring proceedings in the Scottish Courts or Northern Irish Courts (as appropriate).
- 7.5. The University may transfer its rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. If you are unhappy with the transfer you may contact us to end the contract within two weeks of us telling you about it and we will refund you any payments you have made in advance for services not provided.
- 7.6. Even if the University delays in enforcing these Terms, the University can still enforce them later. If the University does not insist immediately that you do anything you are required to do under these Terms, or if the University delays in taking steps against you if you break these Terms, it will not mean that you do not have to do those things or prevent the University from taking steps against you at a later date.
- 7.7. Nobody else has any rights under this contract. This contract is between you and the University. No other person shall have any rights to enforce any of its terms.

- 7.8. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 7.9. Your contract with the University is made up of these Terms, and any other documents which we have expressly told you about either in these Terms.
- 7.10. Reference in these terms and conditions (or in our policies at 2.1.1) to any:
- 7.10.1. statute, regulation or other legislation, including subordinate legislation;
 - 7.10.2. government agencies, departments or regulatory bodies, such as Education and Skills Funding Agency;
 - 7.10.3. requirements imposed by Government agencies or departments or regulatory bodies shall include any replacement, amendment, re-enactment or extension of such legislation, department, agency or requirement as made from time to time.

If you accepted your place on your Course prior to 12th January 2023, the above Terms and Conditions will not apply to you. If you have not previously been sent your applicable terms and conditions you can obtain a copy by e-mailing admissions@law.ac.uk.