WALBROOK
Institute London

# Student Terms and Conditions

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1. **INTRODUCTION**

1.1 The information below sets out the terms and conditions of your study at Walbrook Institute London. Walbrook Institute London refers to Walbrook Institute London Limited. By completing and submitting the necessary pre-enrolment documentation, and by making your payment or providing evidence of the approval of your undergraduate Student Loan and therefore accepting our unconditional offer to study with us, you are agreeing to these terms and conditions that form part of the agreement between you and Walbrook Institute London Limited.

1.2 Please note that these Terms and Conditions apply to Walbrook Institute London's undergraduate programmes and postgraduate programmes, whether taught online, in-person on campus or via a blended approach.

1.3 If you have any queries relating to these Terms and Conditions, please contact us via email service@walbrook.ac.uk.

2. **DEFINITIONS**

2.1 The following terms have the following meanings:

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| "**Approved Agent**" | means a person or organisation who has been approved by Walbrook Institute London to provide recruitment or support services on behalf of Walbrook Institute London; |
| "**Cancellation Period**" | has the meaning set out in clause 16.16.1.2; |
| "**CAS**" | has the meaning set out in clause 4.10; |
| "**Conditions**" | means the conditions you must satisfy to be accepted onto your Programme, as described at clause 3.1 and set out in these terms and conditions and your unconditional offer email; |
| "**Data Protection Legislation**" | means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction as updated and amended from time to time which relates to the protection of individuals with regards to the processing of Personal Data and privacy rights to which a party is subject, including the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 (amended by SI 2011 no. 6) and the GDPR (as incorporated into UK law under the UK European Union (Withdrawal) Act 2018) as the same are amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586) as amended; |
| **"Enrolment"** | means the point from which you have accepted your unconditional offer with us, completed all pre-enrolment checks and made your payment or provided evidence of the approval of your |

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| | undergraduate Student Loan and are ready to begin your studies; |
| **“Force Majeure Event”** | has the meaning set out in clause 12.4.2; |
| "**GDPR**" | means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016; |
| **“General and Academic Regulations”** | means Walbrook Institute London’s General and Academic Regulations; |
| **“Leave of Absence/Deferral”** | means a period of time away from your studies, which includes an approved interruption of study, annual leave (where permitted), dormant student status or disengagement with study; |
| **“Walbrook Institute London”**, **“Walbrook”** "**we**", "**us**" and "**our**" | means Walbrook Institute London Limited, a company incorporated in England with company number 13621269 whose registered office is at 7th & 8th Floor, Peninsular House, Monument Street, London EC3R 8LJ; |
| **“Online Material”** | has the meaning set out in clause 9.311; |
| "**Personal Data**" | has the meaning set out in the Data Protection Legislation and for the purposes of these Terms and Conditions, includes Sensitive Personal Data; |
| "**Policies and Regulations**" | means our rules, policies and other regulations in force from time to time that are relevant to the Programme and that are made available to you on our website (available here) or otherwise provided to you; |
| **“Programme”** | means the programme of study described in your unconditional offer email; |
| "**Programme Specification**" | means subject to these Terms and Conditions, the description of the Programme set out on our website as at the date you accept your unconditional offer to study with us and the Programme specification provided as part of our application process; |
| **“Reasonable Adjustments”** | means changes made to assessment and/or learning arrangements to support students with approved reasonable adjustments claims; |
| "**Sensitive Personal Data**" | means data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation; |

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| **“Start Date”** | the fixed date on which your programme is scheduled to commence, as specified in your offer letter or enrolment confirmation. |
| “**Student Charter**” | means Walbrook Institute London’s Student Charter; |
| “**Terms and Conditions**” | means these student terms and conditions which are appended to, and form part of, your acceptance to study with us; |
| **“Unconditional offer acceptance”** | means formally accepting your offer to study with us by completing the necessary pre-enrolment tasks, and by making your payment or providing evidence of the approval of your undergraduate Student Loan |
| “**VLE**” | means Walbrook Institute London’s virtual learning environment; and |
| "**you**" and “**your**” | refers to you the student or applicant and references to “**You**” and “**Your**” shall be construed accordingly. |

## 3. YOUR ENROLMENT

3.1 Your place at Walbrook Institute London is only guaranteed if you meet the exact terms of the Conditions, which includes satisfying certain grades, the Programme entry criteria, English language requirements and submitting a copy of your passport (or other personal identification) unless advised otherwise by Walbrook Institute London in official correspondence.

3.2 A request to change to a different programme of study during the application stage or on registration at Walbrook Institute London is not guaranteed and is subject to you meeting the entry requirements for the specific programme, availability and you being offered and accepting a new unconditional offer with Walbrook Institute London in relation to that specific programme.

3.3 By accepting our offer of a place on a Programme by completing the necessary pre-enrolment tasks set out in your offer letter and by making your payment or providing evidence of the approval of your undergraduate Student Loan, you accept these Terms and Conditions in full, along with:

3.3.1 the Programme Information;

3.3.2 our Policies and Regulations; and

3.3.3 General and Academic Regulations.

3.4 In the event of any conflict between a provision in these Terms and Conditions, the Programme Specification, our Policies and Regulations, and the General and Academic Regulations, these Terms and Conditions shall take precedence.

3.5 The acceptance of your unconditional offer by completing and submitting the necessary pre-enrolment documentation and by making your payment or providing evidence of the approval of your undergraduate Student Loan, forms the contract between you and

Walbrook Institute London in relation to your Programme which is conditional upon you meeting the Conditions in accordance with clause 3.1.

## 4. RIGHT TO STUDY

4.1 If you are studying within the UK or on-campus, it is your responsibility to ensure that you have the correct 'right to study'/UK visa in place before you commence your study with Walbrook Institute London and that it is valid for the entire duration of your Programme, regardless of which country you are from. If your Programme is taught solely online, this clause 4 does not apply to you.

4.2 You will need to provide original evidence of your permission to study in the UK at the point of enrolment. We will also request a copy of such evidence as a Condition to your entry onto the Programme.

4.3 Walbrook Institute London is required by law to verify that you have immigration permission to study in the UK. If you are subject to UK immigration control, and where the UK government requires us to obtain it, you must provide original evidence of your valid immigration status confirming that you have permission to study in the UK at the point of registration.

4.4 Acceptable original evidence typically includes:

- an endorsement in a passport,
- an immigration officer's stamp obtained at the UK border,
- a Biometric Residence Permit (BRP) if you have not transitioned to the eVisa system, or
- an electronic copy of an eVisa produced using the online 'view and prove' service.

4.5 If your immigration permission is a visa that allows you to enter the UK, you must also provide:

- proof of your arrival date in the UK (which must be later than the start date of your visa), and
- your contact details, including your UK address (where relevant), home telephone number and/or mobile telephone number.

4.6 You must continue to hold valid immigration permission to study throughout the duration of your programme. We require evidence of this status at the start of each academic year.

4.7 If you hold limited permission to remain or stay that is due to expire during your programme, you will be required to demonstrate that you have obtained further permission to remain or stay, or where relevant, Indefinite Leave to Remain or Settlement.

4.8 If you fail to provide the required evidence within a reasonable timeframe, we reserve the right to prevent you from registering on your programme or to withdraw you from your programme.

4.9 If you require a Visa to study at Walbrook Institute London it is your responsibility to obtain the appropriate Visa before starting your Programme. By accepting your unconditional offer to study with us, you also agree to abide by the terms and conditions of your Visa throughout your Programme. Failure to abide by conditions of stay may lead to a withdrawal. Information on conditions of stay relevant to your particular immigration status can be found on the Government's Visa and Immigration website. The terms and conditions of your Visa take precedence over these Terms and Conditions to the extent that there is any inconsistency between them.

4.10 If you need to be sponsored under the Points Based System as a Student, subject to our assessment, Walbrook Institute London may issue you with a Confirmation of Acceptance for Studies ("**CAS**"), but Walbrook Institute London is under no legal obligation to do so.

4.11 If Walbrook Institute London sponsors you under the Student Visa route, you agree to comply with the conditions of your stay in the UK and you agree to make relevant notifications to Walbrook Institute London. Walbrook Institute London complies with UKVI's rules for Sponsor Licence holders and is required to provide UKVI with information about students it sponsors, including failure to register on your Programme, failure to engage or attend classes without permission, any concerns about students working illegally in the UK or who are otherwise breaching their conditions of stay. You agree to Walbrook Institute London providing UKVI with any information required pursuant to Walbrook Institute London status as a Sponsor Licence holder, or as otherwise requested by UKVI or any other government organisation in relation to UK immigration control. you must inform Walbrook Institute London immediately if there are any changes whatsoever to your details or immigration status at any time before or after registration, and during your Programme.

4.12 On occasion, Walbrook Institute London may need to contact UKVI to clarify details on outstanding Visa applications and previous immigration history. Any such contact or related sharing with UKVI of your Personal Data will be carried out in accordance with the Data Protection Legislation. Please refer to our Privacy Notice for more information about how Walbrook Institute London processes your Personal Data.

4.13 Non-compliance with the conditions of your Visa could also result in the cancellation of your Visa, fines and/or a ban on entry to the UK by the UK government.

4.14 Many categories of Visa are subject to restrictions on the right to work. In particular, undertaking self-employed work in the UK while holding status under the Student Visa route is not permitted. As a licensed sponsor, Walbrook Institute London has a duty to notify UKVI if we become aware of any instances of our sponsored students breaching the conditions of their immigration status. Examples include prohibited self-employment activity, and work in excess of the number of permitted hours per week. Any such reports are likely to lead to the curtailment of the Student Visa.

4.15 If you lack the required permission to study in the UK, or you fail to demonstrate that you have the correct immigration permission, or to comply with any immigration conditions, Walbrook Institute London may: refuse to admit, enrol, or re-enrol you, or may, on written notice, withdraw your Visa sponsorship or terminate your studies. If your offer to study with us is withdrawn, Walbrook Institute London refuses to register you, your registration is terminated or if you choose to withdraw from your studies, this could affect the validity of your Visa and your ability to enter, study, work and/or remain in the United Kingdom.

4.16 Where you are a sponsored student and take a Leave of Absence, Walbrook Institute London may be required to report the Leave of Absence to UKVI, which may lead to the curtailment of their Visa. Sponsored students in this case will be required to obtain a new Visa or other immigration status, at their own expense, before returning to Walbrook Institute London following their Leave of Absence.

4.17 For the avoidance of doubt, Walbrook Institute London is not responsible for you meeting the conditions of the Graduate route. Walbrook Institute London shall not be responsible for any changes to the UK Immigration Rules which result in you no longer being eligible to study at Walbrook Institute London.

## 5. ACCURACY OF INFORMATION PROVIDED BY AN APPLICANT

5.1 In accepting a place to study at Walbrook Institute London, you are confirming that the information you have provided, or information that has been provided on your behalf, is accurate to the best of your knowledge.

5.2 Walbrook Institute London reserves the right to:

5.2.1 withdraw your offer of a place to study at Walbrook Institute London;

5.2.2 terminate your registration at Walbrook Institute London; or

5.2.3 withdraw your visa sponsorship,

if you have provided false, fraudulent or misleading information in your application or provided misleading information or made material omissions.

## 6. STUDENT OBLIGATIONS

6.1 You agree to:

6.1.1 comply with these Terms and Conditions;

6.1.2 comply with the Policies and Regulations, General and Academic Regulations, Student Charter;

6.1.3 to the extent applicable to your studies, maintain and evidence an immigration status that entitles you to undertake your Programme in accordance with clause 4; and

6.1.4 fulfil the academic requirements of your Programme, including but not limited to, submission of coursework and other assignments, attendance at examinations, completion of online assessments, attendance at lectures, seminars and online live classes, and any such other teaching forums provided by us.

6.2 Walbrook Institute London is committed to promoting a supportive environment for all staff, students and visitors and expects reasonable standards of behaviour, honesty, and integrity from all students. Should you display behaviour(s) that are not in accordance with our Policies and Regulations, including our Equality & Diversity Policy, Information Technology Acceptable Use Policy, Harassment and Sexual Misconduct Policy, Student Disciplinary Policy, or any conduct policies referred to on our Safeguarding and Respect at Walbrook Institute London webpage, we reserve the right to withdraw an offer of a place to study at Walbrook Institute London or terminate your registration at Walbrook Institute London.

## 7. PROGRAMME DELIVERY

The method of delivery for your Programme will be stated in your unconditional offer email. If Walbrook Institute London has to change the method of delivery of your Programme during an academic year, this may constitute a change to your Programme. Please see clause 12 for further details.

## 8. TUITION FEES

### 8.1 Amount of tuition fees

8.1.1 Details of your tuition fees for your Programme will be set out in your unconditional offer email. While we aim to provide fee certainty, we reserve the right to increase tuition fees if there are changes to the government fee cap or to reflect inflationary adjustments. Any such changes will be communicated to you in advance.

8.1.2 For information on fees and funding, please visit the relevant programme page and the Fees and funding webpage.

8.2 **Funding via the Student Loans Company**

8.2.1 If you are eligible for Student Loan Funding, it is your responsibility to secure your student loan directly with the Student Loans Company (SLC). For undergraduate programmes, you will not be able to access your learning environment until you provide satisfactory evidence of your SLC loan.

8.2.2 The cut-off date for providing evidence of your SLC loan is seven working days before the intake date. If this evidence is not provided by the deadline, enrolment will be deferred to the next available intake in the following month.

8.2.3 If you are in receipt of the Postgraduate Master's Loan, you will be subject to the same payment terms and conditions as self-funded students, as outlined in Section 8.3. The payment methods and deadlines specified in Section 8.3 apply to you, and you will have the same obligations regarding the payment of tuition fees as self-funded students.

8.3 **Self-funded students (and students in receipt of the Postgraduate Master's Loan)**

8.3.1 It is your responsibility to make arrangements to pay your tuition fees in accordance with the payment terms and conditions set out in your unconditional offer and these Terms and Conditions.

8.3.2 You have an obligation to make appropriate arrangements for the payment of fees before you commence your Programme. Further details of the payment methods are set out below.

8.3.3 **Module-Based payments**

(i) Before commencing your Programme, you must pay in full for your first module. The cut-off date for payment is five working days (seven calendar days) before the intake date. If the required payment is not received by the deadline, enrolment will be deferred to the next available intake.

(ii) For subsequent modules, tuition fees are payable in advance, on a per module basis and payment must be received five working days (seven calendar days) before the next module start date. Payment must be made in full before access to learning materials can be granted.

(iii) Payments can be made via credit or debit card, and you will receive payment confirmation by email. All invoices will be in GBP.

(iv) We may offer the option to purchase multiple modules in advance. Where this option is available, advance payment and access conditions will apply in the same way as individual module payments. Any specific terms will be clearly communicated at the point of purchase.

8.3.4 **Discounts**

(i) You may be eligible for one or more discounts, but there is a cap on the total discount we will give you. Discounts will not apply if you have to repeat some or all of your programme. More information is provided in our Fees Policy.

8.3.5 If you study the MSc Banking & Finance or MSc Banking & Finance with specialism online programmes, you will be invoiced by Walbrook Institute London directly or by one of our Approved Agents or affiliates for the full amount prior to

commencement of your Programme unless you have chosen to pay your tuition fees by an agreed payment plan. If a payment plan has been chosen, the required tuition fees must be paid according to the payment plan terms and dates.

8.3.6 Payments can be made via bank transfer or credit card payments. Students will receive an invoice(s) with the relevant payment details after starting their studies. All invoices will be in GBP.

8.4 **Sponsored students**

8.4.1 If you are a student being sponsored by an external corporate body (not a friend or relative) agreeing to pay your tuition fees, you should provide a valid sponsor letter. The invoice for your Programme fees as a sponsored student will be sent directly to the sponsoring organisation. The payment options set out in clause 8.8.3 apply equally to sponsored students, save that the payment is to be issued to, and payment made by, the sponsor. In the event of non-payment of part or all fees by the sponsoring organisation, the outstanding amount will be invoiced to the student and shall be payable within 10 days of receipt of Walbrook Institute London's invoice. If you are receiving part funding of your tuition fees from your sponsor then the part that is self-funded will be invoiced to you in the same way as for other self-funding students, and the amount and date(s) for payment will be specified in your unconditional offer email.

8.4.2 The payment terms laid out in clause 8.3.2 apply equally to sponsored students. The initial payment should be made by you prior to enrolment and claimed back from the sponsor as necessary. Upon provision of a valid sponsor letter and corresponding payment details, subsequent invoices for Programme fees will be sent directly to the sponsoring organisation.

8.4.3 Sponsored students are responsible for making arrangements with the sponsor to ensure payments are made in accordance with this clause 8.4.

8.4.4 In the case that the sponsor does not make the required payments in accordance with the payment terms set out in this clause 8.4, a sponsored student is allowed to cancel their enrolment with Walbrook Institute London and should the sponsored student cancel pursuant to this clause 8.4.4, the sponsored student will: (i) be held liable for the invoices which have already been invoiced but not paid by the sponsor (ii) not be held liable for amounts due to be invoiced after cancellation.

8.5 **Additional costs**

8.5.1 You are responsible for your own living expenses, travel and accommodation costs, text books and the necessary IT equipment to access your Programme materials. Additional costs that will be incurred on your Programme, are detailed in the Programme Specification ("**Additional Costs**").

8.6 **Holding deposit**

8.6.1 Overseas students studying an on-campus Programme may be required to pay a deposit. The amount of any deposit you must pay and the date for payment are set out in your offer letter.

8.6.2 The holding deposit must be paid in advance of your study start date. You will not be enrolled until we have received payment in full and cleared funds.

8.6.3 For students who require visa sponsorship, the holding deposit must be paid in advance to receiving a Confirmation of Acceptance of Studies (CAS) and Walbrook Institute London will not issue a CAS unless and until the holding deposit is paid.

8.6.4 The deposit will be deducted from your tuition fees for your first year of study.

8.6.5 Payment of the holding deposit can be made via bank transfer or credit card payment. The invoice for the holding deposit will be shared via email and all invoices will be in GBP.

8.6.6 In the event your application is rejected by us, you cancel your enrolment with us in accordance with clause 12.3.1 or 16.1, or you are unable to secure appropriate permission to study in the UK through no fault of your own, a full refund will be made of any holding deposit received from you. In all other circumstances neither a full nor partial refund will be made.

8.6.7 Walbrook Institute London reserves the right to withhold the holding deposit in cases where fraudulent documents or misleading information have been submitted during the admissions process.

8.7 **Scholarships**

8.7.1 Walbrook Institute London offers bursaries/scholarships which are detailed on our Student Finance web pages. If you are awarded a scholarship, your tuition fee liability will be reduced accordingly to reflect the value of the scholarship. Payment is still required in accordance with clause 8.3.

8.8 **Non-payment or late payment of tuition fees**

8.8.1 If you do not pay your tuition fees in accordance with the payment terms set out in these Terms and Conditions, Walbrook Institute London will send you a written notification requesting that you make payment within 14 days. If you fail to pay by the date specified in the written notification one or more of the following may happen:

- you may be prohibited from sitting examinations/submitting coursework;
- you may be prohibited from using library or computing facilities or services;
- you may be prohibited from accessing online content and /or discussion forums;
- you may be prohibited from attending classes;
- you may not be allowed to enrol;
- you may not be allowed to graduate;
- your results may be withheld;
- we may not issue your degree certificate; and/or
- we may cancel your enrolment with us.

8.8.2 Students whose registration at Walbrook Institute London is cancelled under clause 8.8.1 above remain liable for payment of any outstanding fees. Students who subsequently pay the outstanding fees must re-register for their Programme. Acceptance onto the Programme and accreditation of previous study will be subject to Walbrook Institute London admissions requirements applicable at the time of re-application.

8.8.3 A student who withdraws or interrupts from their Programme during the academic year may be charged pro rata tuition fees to the date of withdrawal or interruption (such that the student pays proportionate tuition fees taking into account the

withdrawal or interruption) and is required to pay the outstanding tuition fees within 14 days of the date of Walbrook Institute London's invoice.

8.8.4 We reserve the right to take steps to recover unpaid fees in accordance with our legal rights and remedies.

## 9. TECHNOLOGY, EQUIPMENT AND VIRTUAL LEARNING ENVIRONMENT (VLE)

9.1 You are responsible for ensuring that you have the appropriate technology and equipment to access your learning and assessments. Providing the necessary technical equipment is not included in the tuition fees. Students studying online should refer to Learning Online with Walbrook Institute London for technical requirements.

9.2 Core content will be delivered within a digital password protected environment. Your online entry details will be provided to you at the beginning of your Programme and you must ensure that these are kept secure and not shared with anyone else.

9.3 Where Walbrook Institute London's model of delivery is online, we will make any online course, module or content ("**Online Material**") available to you.

9.4 Walbrook Institute London reserves the right to suspend access to its VLE and Online Material for the purpose of scheduled or emergency maintenance, repairs or upgrades to improve the performance or functionality of the VLE. Walbrook Institute London will give you reasonable notice in the event of any suspension or withdrawal of the VLE of which Walbrook Institute London is aware.

9.5 Walbrook Institute London takes no responsibility with regards to restrictions on access to VLE or other online materials and/or resources by overseas governments, jurisdictions or territorial limitations. Where such limitations exist, Walbrook Institute London will take reasonable steps to facilitate access to resources within the legislative boundaries of the jurisdiction concerned.

## 10. INTELLECTUAL PROPERTY RIGHTS

10.1 You shall own any intellectual property you develop and provide to us whilst studying your Programme.

10.2 All Walbrook Institute London study content and media is protected by copyright and you should only use such materials for studying your Programme. You are permitted to save and print any study content and media for personal use only.

10.3 You must not make available any study content or media on the internet or disclose any such content to third parties.

## 11. CHANGES TO GENERAL AND ACADEMIC REGULATIONS AND POLICIES AND REGULATIONS

11.1 During your Programme Walbrook Institute London reserves the right to make reasonable changes to the General and Academic Regulations, and Policies and Regulations, to ensure they remain fit for purpose, to ensure Walbrook Institute London meets the relevant legal and regulatory obligations, and/or where changes are in the interests of students.

11.2 Changes to the General and Academic Regulations, and Policies and Regulations, will be appropriately notified to students via email and/or their course site. Such changes will not affect the content of your Programme (see clause 12 for provisions concerning changes to Programmes).

11.3 Any changes will normally take effect immediately. Walbrook Institute London will take all reasonable steps to minimise disruption to students wherever reasonably possible.

11.4 Our website clearly identifies the different General & Academic Regulations according to the date of registration.

## 12. CHANGES TO PROGRAMMES AND CLOSURE OF PROGRAMMES

### 12.1 Changes to Programmes

12.1.1 Walbrook Institute London will make all reasonable efforts to deliver the Programmes and extracurricular events in accordance with the description in the Programme Specification and subject to these Terms and Conditions.

12.1.2 Once you have accepted your unconditional offer, whilst we will use all reasonable efforts to deliver your Programme as set out in your unconditional offer and these terms and conditions, due to the time period between the publication of programme advertising and marketing information and registration on your Programme circumstances may arise where we are required to make changes to your Programme. Examples of "changes" include changes to the content or structure of your Programme, or to the method of teaching or assessment, or to the type of award. The circumstances where changes may be made or required are (without limitation):

- where changes are in students' overall interests, for example because of developments in teaching practice or technology, or new assessment methods;
- where regulatory or government requirements mean that changes must be made to ensure compliance;
- where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements are provided;
- where Walbrook Institute London decides for academic or operational reasons to revise the compulsory or optional modules that are available on your Programme; and/or
- due to a Force Majeure Event, it may sometimes be necessary to vary the content of the Programme or modules or services as described in the Programme Specification.

12.1.3 Any such changes will be kept to a minimum and will be communicated to students as soon as possible.

### 12.2 Closure of Programmes

12.2.1 Once you have accepted your unconditional offer, whilst we will use all reasonable efforts to deliver your Programme in accordance with your unconditional offer, circumstances may arise where we are required to close your Programme. The circumstances where Programme closure may be made or required are (without limitation):

- where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements cannot be provided. This might be where the member of staff concerned has a particular specialism which cannot be adequately covered by other members of Walbrook Institute London staff, or by other resources (e.g. temporary staff) that Walbrook Institute London would normally engage in such circumstances;
- where a teaching location becomes unavailable due to a Force Majeure Event; or

- there are an insufficient number of students enrolled on the Programme meaning the continued running of the Programme is financially unviable.

12.2.2 Please also refer to our Student Protection Plan for further information on the risks that could impact students' ability to successfully complete their studies and the plans we have in place to eliminate, mitigate or manage these risks.

12.3 **Consequences of changes to Programme or closure of Programmes**

12.3.1 **Changes to Programmes before enrolment**

If we have to change your Programme, we will use reasonable efforts to ensure that changes are kept to a minimum, but if we need to make any substantial changes to your Programme (as described in your Programme Specification) before you enrol at Walbrook Institute London, we shall bring the changes to your attention as soon as possible. If you are unhappy with the proposed changes notified to you, you may either terminate your enrolment and/or withdraw your application for the Programme without any liability to us for tuition fees, or transfer to another Programme (if any) as may be offered by us for which you are qualified (at no additional cost to you). Where you terminate your enrolment pursuant to this clause 12.3.1, we will refund you any and all amounts you have paid to us.

12.3.2 **Changes to Programmes or closure of Programmes post enrolment**

Where changes or Programme closure is proposed or have to be made for the reasons outlined at clauses 12.1 and 12.2 above, Walbrook Institute London will take all reasonable steps to minimise disruption to students (including where your Programme is closed and Walbrook Institute London is unable to complete delivery of your Programme, using reasonable efforts to, with your consent, transfer you to a new course: (i) at Walbrook Institute London for which you are qualified (at no additional cost to you); or (ii) at an alternative higher education provider).

In the case of minor changes as reasonably determined by us (for example, changing a module from compulsory to optional, changes to module titles or minor variations to module content), we will use reasonable efforts to keep such changes to a minimum and to keep you informed appropriately, for example by email or via notifications on the intranet.

In the case of substantial changes as reasonably determined by us, before implementing any such change, we will, if appropriate, consult with students to seek their views on the changes/proposals and any potential alternatives or steps to minimise the impact on students. Changes to the availability of optional modules, or changes which are to students' benefit will not normally be "substantial".

If we make substantial changes which you are unhappy with such that you no longer wish to continue study on your Programme, you must notify us of this in writing, following which we may offer you a suitable alternative programme for which you are qualified (at no additional cost to you). If you are unhappy with the alternative programme we offer you or we are unable to offer you a suitable alternative programme, you may end your enrolment by giving at least 14 days' notice to your support team by email (see clause 1.3 for further details). Should you terminate your enrolment pursuant to this clause, you may be entitled to a full or partial refund of fees paid depending on the circumstances and we will act reasonably in making a determination as to whether a full or partial refund is due (with reference to our Refund and Compensation Policy).

You should consider your options carefully before terminating your enrolment in such circumstances. You may for example want to contact other institutions about whether you might be able to complete your Programme with them.

12.4 **Liability for acts outside our control**

12.4.1 Walbrook Institute London will do all that it reasonably can to provide your Programme as described on our website and in the Programme Specification or other documents issued by Walbrook Institute London to you. Despite taking all reasonable steps to prevent them occurring, and to mitigate their impact, some events outside our reasonable control may mean that we are not able to provide your Programme.

12.4.2 We shall not be liable to you for any failure in the delivery of the Programme arising from matters outside our reasonable control. Such events may include but are not limited to: industrial action which it is not within the capacity of Walbrook Institute London to resolve; severe weather, fire, civil commotion, riot, cyber attack, default by third party suppliers or subcontractors, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic disease (excluding Covid-19) or failure of public utilities or transport systems/networks (a "**Force Majeure Event**").

12.4.3 We would normally expect such Force Majeure Events to be short term and we will contact you to advise of an alternative course of action, where possible. We shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on your Programme and the performance of our obligations and such mitigations may include, without limitation, altering timetables to reschedule postponed classes and delivering classes via a different method.

12.4.4 If a Force Majeure Event results in the complete inability to deliver your Programme for a continued period of six weeks or more then you will be entitled to terminate your enrolment with immediate effect by contacting your support team via email (see clause 1.3 for further details). Should you terminate you terminate your enrolment pursuant to this clause, you may be entitled to a full or partial refund of fees paid depending on the circumstances and we will act reasonably in making a determination as to whether a full or partial refund is due (with reference to our Refund and Compensation Policy).

12.4.5 You should consider your options carefully before terminating your enrolment, for example whether you are able to transfer any existing academic credits to an alternative programme at Walbrook Institute London or an alternative higher education institution.

12.5 **Compensation**

12.5.1 Where you terminate your enrolment pursuant to this clause 122, you may be entitled to compensation pursuant to our Refund and Compensation Policy.

13. **DATA PROTECTION**

13.1 We will process your personal data in accordance with our Privacy Notice.

## 14. DISABLED APPLICANTS AND STUDENTS

14.1 If you have a disability and require disability-related support we strongly encourage you to discuss these with your support team and to complete a reasonable adjustments form online at the earliest opportunity so that they are aware of the support available.

14.2 If you are then assessed to receive Reasonable Adjustments, Walbrook Institute London will make all reasonable efforts to implement those adjustments. Information about your disability will only be shared confidentially with staff that have a need to know in order to facilitate the adjustments and provide the relevant support.

## 15. LIABILITY

15.1 Nothing in these Terms and Conditions will limit or exclude Walbrook Institute London's liability to you for fraud or fraudulent misrepresentation, or for death or personal injury caused by Walbrook Institute London's negligence or in any other circumstances where liability may not be limited under any applicable law.

15.2 Walbrook Institute London (including its staff and/or representatives) shall have no liability to you for any loss, damage, costs or expenses arising under or in connection with these Terms and Conditions except where such loss or damage is directly caused by Walbrook Institute London (or its staff or representatives).

15.3 Walbrook Institute London will not be liable for any losses that were not reasonably foreseeable to both parties when the unconditional offer was accepted. These are often referred to as indirect or consequential losses and losses are foreseeable if they are an obvious consequence of Walbrook Institute London's breach of your study offer. Walbrook Institute London does not accept liability for loss of opportunity or loss of profit.

15.4 Walbrook Institute London does not accept responsibility for any loss or damage to your personal property unless such loss or damage is directly caused by Walbrook Institute London (or its staff or representatives). You are advised to arrange appropriate insurance against risk of loss or damage.

## 16. YOUR CANCELLATION RIGHTS

16.1 You may cancel for any reason within the later of either:

16.1.1 14 days from the date you accept your unconditional offer, or;

16.1.2 14 days from the date your Programme commences (the "Cancellation Period").

16.2 If you cancel your enrolment in the Cancellation Period you will not incur any further fees and any fees paid to date will be refunded.

16.3 Refunds will be processed within fourteen days from the date we receive notice of your cancellation of your enrolment. We will use the same means of payment for this refund as you used for the original transaction, unless otherwise expressly agreed with you. In no event will you be charged any fees for this refund (except for any exchange rate differences).

16.4 If your Programme is due to begin within 14 days from the date you accept your unconditional offer, you are expressly agreeing that the Programme should begin within the Cancellation Period. If you then decide to withdraw from your Programme within the Cancellation Period you will receive a full refund of the tuition fees paid to date, but should any assessments be passed during that time, no award or recognition of credit will be provided.

16.5 If you cancel after the Cancellation Period, your tuition fee liability will depend on the date of your withdrawal and will be calculated in accordance with the provisions confirmed in Section 8 of this Policy.

16.6 If you have applied direct to Walbrook Institute London, please send a clear statement confirming your cancellation to the email address service@walbrook.ac.uk. You may prefer to use our Cancellation Form although this is not mandatory.

## 17. WALBROOK INSTITUTE LONDON TERMINATION RIGHTS

17.1 Subject to us complying with the General and Academic Regulations, and Policies and Regulations we may cancel your enrolment at any time with immediate effect by giving you written notice if-

17.1.1 you have failed to meet the Conditions, or it comes to our attention that you have failed to meet or no longer meet the entry requirements for your Programme (including by way of us discovering that you have falsified your qualifications or your application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your application form);

17.1.2 you do not pay your tuition fees, or Additional Costs within 14 days of us notifying you that your fees are outstanding;

17.1.3 we lose our right for the purposes of relevant legislation or regulatory requirements to provide your Programme to you;

17.1.4 a Force Majeure Event prevents us from providing your Programme for longer than one term or 16 weeks (whichever is shorter);

17.1.5 you have failed to meet the requirements of your Programme or fail to make sufficient academic progress, as set out in the General and Academic Regulations, and Policies and Regulations (including, without limitation, in respect of your attendance or academic results);

17.1.6 you are found guilty of a serious breach of the General and Academic Regulations, and Policies and Regulations at a disciplinary hearing;

17.1.7 you break the terms and conditions in any material way, and, where that situation is capable of being corrected, you do not correct it within 14 days of us asking you to do so; or

17.1.8 you do not meet your obligations as a sponsored student or you no longer have immigration permission to study in the United Kingdom.

17.2 If we cancel your enrolment in accordance with clause 17.117.1, you may be charged pro rata tuition fees up to the date of termination. We will invoice you for any outstanding tuition fees, which will be payable within 14 days of the date of invoice. We will refund any tuition fees which you have overpaid (if, for example, you have paid your tuition fees in advance) within 14 days of the date of termination. Further details on how you request a refund will be set out in the invoice you receive. If you have paid a holding deposit, and your pro rata tuition fees are less than the value of the holding deposit you have paid, you will not be entitled to a refund.

17.3 If your enrolment has been terminated (for any reason), you will no longer be entitled to attend lectures, classes or seminars, use our facilities or services, submit assessments, take tests/examinations, or proceed to any degree, diploma or other award of Walbrook Institute London.

18. **STUDY BREAKS**

18.1 If you wish to take a study break, refer to the Study Break Policy on our website.

19. **COMPLAINTS**

19.1 If you have a complaint about us, please follow the process in the Student Complaints Policy.

19.2 In certain circumstances, you may also be eligible to apply for a refund or compensation. Please view our Refund and Compensation Policy for further details on how to apply for a refund or compensation if you are no longer able to continue your studies at Walbrook Institute London.

19.3 If you have exhausted Walbrook Institute London's internal complaints procedures, you may have the right to make a complaint to the Office of the Independent Adjudicator, details of which can be found on the OIA's website.

20. **GENERAL**

20.1 Walbrook Institute London will email you on occasion with updates and important information about your Programme. You are expected to use the email account confirmed at registration as your primary contact email address for all correspondence with Walbrook Institute London and you are responsible for checking your email account regularly.

20.2 If any provision of the terms and conditions between you and us is held to be void or unenforceable in whole or in part by any court or other competent authority, these terms and conditions shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.

20.3 Neither party intends that any of these Terms and Conditions will be enforceable or able to be amended or suspended by any third party.

20.4 The terms and conditions and any dispute or claim arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) shall be exclusively governed by and construed in accordance with the laws of England and subject to the exclusive jurisdiction of the courts of England and Wales.

| **Document Control** | |
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