



# Empire College London

## OUR TERMS AND CONDITIONS

### BACKGROUND:

(A) These Terms and Conditions (“Terms”) together with all other documents referred to in these Terms set out the terms on which we offer, and you accept a Course with Us.

(B) Please read these Terms very carefully and ensure that you understand them before accepting our Offer in order to make sure that you fully recognise the commitment you are making and what you can expect from Us. If you have any queries about anything in these Terms, the documents referred to within these Terms or the Offer Letter, do not hesitate to get in touch with Us.

(C) All of the information that We give to you will be part of the terms of Our Contract with you as a Consumer, whether it is information that we:

- (i) are required by law to give to you before You accept Our Offer;
- (ii) voluntarily give to you, and you rely on it either when deciding to accept Our Offer or when, subsequently, you make any decision about the Offer.

(D) These Terms, as well as any and all Contracts, are in the English language only.

(E) These Terms apply only to your acceptance of Our Offer Letter. The terms governing the use of Our website are separate and are set out on Our website under the heading “Terms for Website Usage”.

### 1. Definitions and Interpretation

1.1 In these Terms, unless the context otherwise requires, the following expressions have the following meanings:

“Acceptance” means your acceptance of Our Offer of a Place on a Course with Us;

“Contract” means the contract for the provision of Services, as explained in Clause 3;

“Course” means the relevant study programme offered by Us;

“Offer” means the Offer We make to you (whether on a conditional or unconditional basis) of a Place.

“Place” means a place to study on the specific course that you have chosen;

“Policies and Procedures” means those policies and procedures that We abide by and expect you to follow as set out in Clause 3;

“Services” means the course provided by Us as specified in your Offer and all ancillary services that We provide;

“Tuition Fees” means the fees payable for the course;

“We/Us/Our” means Empire College London Limited, trading as Empire College London, a company registered in England under number 04725514, and whose registered office and trading address is Forest House, 16-20 Clements Road, Ilford, Essex, IG1 1BA England.



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1.2 Each reference in these Terms to “writing” and any similar expression includes electronic communications, whether sent by email, text message, fax or other means.

## 2. Information About Us and How to Contact Us

2.1 We are registered as an English Higher Education Provider listed on the Office for Students (OfS) Register. UK Provider Reference Number: 10022047.

2.2 We are licensed by the Home Office – UK Visas and Immigration as Student Sponsor. License Number: RA44D5FH5

2.3 You can contact Us by:

Writing to: Forest House, 16-20 Clements Road, Ilford, Essex, IG1 1BA England.

Telephone: +44-208-5532683

Email: [info@ecl.ac](mailto:info@ecl.ac)

## 3. The Contract

These Terms govern the provision of Services by Us and form the basis of the Contract between Us and you. Before submitting an Acceptance of an Offer, please ensure that you have read these Terms and Conditions and Our Policies, which form part of these Terms as if they were written out in full. Specifically:

Admission Policy and Procedures

Student Attendance Policy

Tuition Fee Policy

Refund and Compensation Policy

Complaints Policy

Equality and Diversity Policy

Data Protection Policy

3.2 All of the above policies can be found at <https://web.empirecollege.london/policies/>  
Alternatively, please contact Us using any of the contact details at Clause 2 to request copies.

3.3 If you are unsure about any part of these Terms or Our Policies and Procedures, then please ask Us for clarification.

3.4 Nothing provided by us, including, but not limited to, Our Website or Prospectus, constitutes a contractual offer capable of acceptance. Your application constitutes a contractual offer that We may, at our discretion, accept.

3.5 A legally binding contract between Us and you will be created upon Our receipt of your acceptance of an offer.



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3.6 We shall ensure that these Terms and all of the documents referred to within these Terms are given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of Our Website which can be found at <https://web.empirecollege.london/prospectus/> or by contacting Us using any of the contact details set out in Clause 2.

3.6.1 Course information: the main details of the course can be found at <https://web.empirecollege.london/prospectus/>

3.6.2 The Offer will set out:

- the Title of the Course;
- mode of study and study hours per week;
- the awarding body of the course and the qualification available under the course;
- start and end dates;
- the annual Tuition Fees and the Total Fees;
- the arrangements for payment of Tuition Fees;
- the information required if the Offer is a conditional offer; and
- how to accept the Offer.

## 4. Acceptance Of Your Offer

4.1 Once an Offer has been made (conditional or unconditional) and you have accepted it, you have entered into a legally binding agreement with Us that is subject to these Terms and our policies.

4.2 If you want to withdraw from this agreement and cancel your acceptance of an offer, you should notify us within two weeks from the date of your acceptance.

4.3 You should let us know in writing of your decision to cancel the Acceptance of your Offer. You can do this by emailing [admissions@ecl.ac](mailto:admissions@ecl.ac). Please include your College reference number, full name, date of birth, course name and reasons for cancelling your Acceptance of the Offer.

## 5. Withdrawal Of An Offer

We reserve the right to withdraw and Offer, even after you have submitted Acceptance of an Offer, in the following circumstances:

- You did not provide the required documents listed in your Offer letter; or
- You provided incorrect or fraudulent information, which results in an Offer of a place being made;
- or
- You are not eligible to obtain a visa to study in the UK (International students only); or
- You fail to register by the enrolment date; or
- We have withdrawn the course before the course start date.

## 6. Tuition Fees and Payment



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You will be bound by Our Tuition Fee Policy which can be found at <https://web.empirecollege.london/wp-content/uploads/2020/12/Tuition-Fee-Policy.pdf>, or by contacting Us using any of the contact details set out in Clause 2.

6.2 The Tuition Fees will be that shown in Our Offer.

6.3 Tuition fees set at the time of your Offer of a Placement will remain the same throughout the duration of your course. Once you have accepted the Offer, you agree and understand that you will be charged the appropriate Tuition Fee for each academic year of your course, as stated in your Offer.

6.4 Tuition Fees are reviewed annually by the Senior Management Team and may increase for the next academic year. This increase in fees will only apply to new students.

6.5 Tuition Fees can be paid in any of the following ways:

Bank Transfer/Bank Draft/Cheque  
Student Loan Company (SLC)  
Sponsorships

6.6 You should make all payments directly to Us and not to any third party in respect of Tuition Fees, administration or other fees and We will not be held responsible if you make a payment to any third party.

6.7 Admission will not be confirmed if the Tuition Fee is not paid. Please refer to our Refund and Compensation Policy <https://web.empirecollege.london/wp-content/uploads/2020/12/Refund-and-Compensation-Policy.pdf>.

6.8 You are reminded that you are liable for the payment of your Tuition Fees, and you must make sure that you have suitable arrangements in place to pay your Tuition Fees for the duration of the course.

6.9 We have every right to recover the Tuition Fees directly from you (regardless of how they were paid) and take the appropriate action against you in case of failure to pay at the agreed times.

6.10 If you repeat or retake a year or units in your course, you must pay the appropriate additional Tuition Fee for that year or unit.

6.11 If, at any time during or after the completion of your course, you become ineligible for student financial support which you have taken from the Student Loan Company (SLC), you will be liable to pay the Tuition Fees for the period of the course that you have attended. Applications can become ineligible after re-assessment by SLC for any new evidence they may have obtained or received. In this case, We will recover the Tuition Fees directly from you and take appropriate recovery action if necessary.



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6.12 We reserve the right to charge interest at the rate of 8% on all outstanding Tuition Fees from the date the Tuition Fee became payable up to the date of payment, or judgment, whichever is the sooner.

6.13 An additional fee of £50.00 is payable if any Tuition Fee instalment due is not received on time or your bank does not clear your payment (this does not apply to students paying tuition fees via SLC).

6.14 In addition to the Tuition Fees (which cover the cost of teaching provision) you will be liable to additional costs related to your course, which may include (but are not limited to):

Equipment

Books

Field trips (course related)

Extracurricular activities (we will contribute towards extracurricular activities, and our contribution may vary depending on the activity taking place )

Accommodation and living expenses

Travel

Travel to any work placement as part of your course

Use of photocopying facilities (internal/external)

6.15 If you fail to register for your course by the enrolment date or the re-registration date (this includes returning and withdrawn students) without a valid reason, you will be liable to pay a late enrolment/registration fee of £250.00 to cover the additional administrative costs.

## 7. Sponsor for International Students

7.1 We are licensed by the UK Home Office to act as a sponsor of international students for visa purposes. We have specific duties and responsibilities to UK Visas and Immigration (UKVI) which We must comply with under the terms of Our licence.

7.2 If you are an international student, you will be required to obtain a confirmation of acceptance (CAS) from Us to apply for a visa to study with Us.

7.3 We reserve the right to withdraw an Offer of study where information becomes available or assessment is undertaken to indicate that you will not be in a position to obtain the appropriate student visa.

7.4 If a student visa application is refused, a further confirmation of acceptance for Studies (CAS) will not usually be issued; however, where there is evidence of particular and resolved circumstances that led to the refusal, these may be taken into account. A further CAS will not be issued for any visa refusal based on the submission of fraudulent documents.

## 8. Providing the Services

8.1 As required by law, We will provide Our Services with reasonable skill and care, consistent with best practices and standards in the Higher Education sector and in accordance with any information provided by Us about the Services and about Us.



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8.2 Provided you comply fully with these Terms, We will provide the Services for the period set out in the Offer; however, We cannot be held responsible for any delays if an event outside of Our control occurs. Please see Clause 14 for events outside of Our control.

8.4 If We require any information or action from you in order to provide the Services, We will inform you of this by way of a conditional offer. Any Acceptance submitted by you that does not comply with a conditional offer will be refused.

8.5 If you do not pay Us for the Services as required by Clause 6, We may suspend the Services until you have paid all outstanding sums due. If this happens, We will inform you in writing. This does not affect Our right to charge you interest or charges under Clauses 6.12 and 6.13.

8.6 We may make minor changes to the course from time to time, for example, to reflect changes in relevant laws and regulatory requirements, in response to feedback from students, changes to units, staff changes and in response to new requirements from awarding bodies or statutory bodies. These changes should not alter the main characteristics of the course. However, if any change is made that would significantly affect the course or the qualification to be obtained, We will inform you at least one term before the changes are due to take effect.

## 9. Your Commitment

9.1 By enrolling with Us, you are confirming that you:

- have read and accepted these Terms;
- will abide by all of Our regulations and policies;
- are liable for the payment of the Tuition Fees for the duration of your course;
- Understand that, as well as the Tuition Fees; additional expenses will be incurred (see Clause 6.14);
- are expected to attend all classes as scheduled, and understand that any failure to follow the attendance policy may result in your enrolment being cancelled;
- are given 2 weeks from the start date of your course for you to make a final decision to your commitment to the course;
- are responsible for obtaining or providing any equipment or materials that are required for the duration of your course;
- (if you are subject to immigration control) must demonstrate that you have appropriate immigration status to be eligible to enrol or register with Us;
- must have made satisfactory academic progress confirmed by the academic department to register for the next year/level of your course;
- must inform Us of any intention to leave or change your course.

9.2 We are committed to ensuring that any interaction with applicants and students is conducted in a professional, courteous, and respectful manner. We expect that any communication from applicants and students is conducted in the same way.



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9.3 We will not tolerate inappropriate behaviour or language towards any of Our staff or other students.

9.4 Hostile, aggressive or otherwise inappropriate behaviour or language, whether expressed verbally or in writing, will be viewed seriously and may adversely affect the consideration of an application, appeal or complaint. Where the behaviour or language is particularly inappropriate, no warning needs to be given before action is taken. Such action may include the withdrawal of an offer, the rejection of an Acceptance or your removal from the course.

9.5 Conduct that constitutes a criminal offence will be referred to the relevant authorities.

## 10. Remote Learning

Whether you have accepted a Course that will be delivered remotely, or We have offered remote learning due to matters beyond our control (see Clause 14), then you will be bound by Our Remote Learning Policy.

## 11. Problems with the Services and Your Legal Rights

11.1 We always use reasonable efforts to ensure that Our provision of the Services is trouble-free. If, however, there is a problem with the Services, We request that you inform Us as soon as is reasonably possible by following Our Complaints Policy <https://web.empirecollege.london/wp-content/uploads/2021/08/Complaints-Policy-and-Procedure.pdf>.

11.2 As a consumer, you have certain legal rights with respect to the purchase of services. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office.

11.3 If the Services are not performed in line with information that We have provided about them, you also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you (or if Our breach concerns information about Us that does not relate to the performance of the Services), you have the right to a reduction in price. If for any reason, We are required to repeat the Services in accordance with your legal rights, We will not charge you for the same, and We will bear any costs of such repeat performance. Please note that the burden will be on you to prove that We have breached any aspect of these Terms.

## 12. Our Liability

12.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms or our negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and Us when the contract is created. We will not be responsible for any loss or damage that is not foreseeable.



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12.2 Your personal possessions are your sole responsibility, and We accept no responsibility and/or liability for anything that is lost or stolen from Our premises, and you are advised to always keep your valuables with you.

12.3 We are not responsible for any act or omission that causes loss or damage to your personal property or any injury to you (financial or otherwise) caused by other students registered with Us or by any person who is not Our employee, officer, student, or authorised representative.

12.4 Nothing in these Terms seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.

12.5 Nothing in these Terms seeks to exclude or limit Our liability for failing to perform the Services with reasonable care and skill or in accordance with the information provided by Us about the Services or about Us.

12.6 Nothing in these Terms seeks to exclude or limit your legal rights as a consumer. For more details of your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

## **13. Withdrawal and Suspension of a Course**

13.1 Where We have made an Offer for an advertised course, We will only suspend or withdraw that course in exceptional circumstances. These could include but are not limited to where the number of students do not amount to a viable cohort or any unforeseen circumstances arise.

13.2 If We have decided to withdraw or suspend a course, We will inform you at the earliest opportunity. We will notify you in writing and make every effort to provide and support you with a suitable alternative.

13.3 If, in exceptional circumstances, We are unable to preserve the continuation of the study, please refer to the Student Protection Plan and the Refund and Compensation Policy: <https://web.empirecollege.london/wp-content/uploads/2021/08/Refund-and-Compensation-Policy.pdf>.

## **14. Events Outside of Our Control (Force Majeure)**

14.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), government restrictions, epidemic, pandemic or other natural disasters, or any other event that is beyond Our reasonable control.





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14.2 If any event described under this Clause 14 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms:

14.2.1 We will inform you as soon as is reasonably possible;

14.2.2 Our obligations under these Terms will be suspended, and any time limits that We are bound by will be extended accordingly;

14.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;

14.2.4 If an event outside of Our control occurs and We are unable to preserve the continuity of our Course, We will provide the remedies set out in our Refund and Compensation Policy:

<https://web.empirecollege.london/wp-content/uploads/2021/08/Refund-and-Compensation-Policy.pdf>.

## 15. Cancellation

15.1 You may cancel this contract and withdraw from a Course up to 14 days after the Course start date, and We will cancel all Tuition Fees in full and refund any Tuition Fees paid in advance (including any deposit).

15.2 If you cancel this contract after 14 days of the start date of the Course, We will calculate any refund due based on your actual time of withdrawal within Our academic year. Please refer to our Refunds and Compensation Policy which sets out how We calculate any refund that may be due:

<https://web.empirecollege.london/wp-content/uploads/2021/08/Refund-and-Compensation-Policy.pdf>.

15.3 Any refund made under Clause 15 will be made within a reasonable period of time and will only be made to the same person or organisation that initially made the payment.

15.4 You can inform Us of your intention to withdraw using any of the contact details set out in Clause 2.

## 16. Your Rights to End the Contract

16.1 You may end the contract at any time if:

We have informed You of a forthcoming significant change to your course or to these Terms that you do not agree to.

We have suspended the availability of the course for more than an academic term;

There is a risk that availability of the course will be significantly delayed because of events outside of Our control;

We are in a significant breach of this contract.

16.2 Refunds under Clause 16 will be made as set out in Clauses 15.2 and 15.3.



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## 17. Intellectual Property

17.1 All materials that We produce of any kind, whether in hard or digital format (“Materials”) and the copyright and other intellectual property rights subsisting in those Materials, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Materials are protected by applicable the United Kingdom and international intellectual property laws and treaties.

17.2 Subject to Clause 17.4, you may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use, Our Materials unless given express written permission to do so by Us.

17.3 Our status as the owner and author of Our Materials (or that of identified licensors, as appropriate) must always be acknowledged.

17.4 Nothing in these Terms of Use limits or excludes the fair dealing provisions of Chapter III of the Copyrights, Designs and Patents Act 1988 ‘Acts Permitted in Relation to Copyright Works’, covering, in particular, the making of temporary copies; research and private study; the making of copies for text and data analysis for non-commercial research; criticism, review, quotation and news reporting; caricature, parody or pastiche; and the incidental inclusion of copyright material.

17.5 Any intellectual property rights that may arise due to your creative works and outputs, such as writing assignments or essays created during the course of your studies, belong to you unless otherwise agreed in writing between you and Us; however, you hereby grant to Us a perpetual, irrevocable license to use works that you have created (digital or otherwise) for academic, teaching and marketing purposes.

## 18. How We Use Your Personal Information (Data Protection)

18.1 We will only use your personal information as set out in Our Data Protection Policy <https://web.empirecollege.london/data-protection/>.

18.2 By submitting your application form, acceptance and once a registered student, you consent to the use of your personal data with external organisations (working with Us for educational purposes).

18.3 You hereby agree to allow Us to use your photographs/video and personal information on official publications, promotional materials and on Our website. If you do not wish to have your photographs/video and personal information on any of Our publications or Our Website, please inform Us using any of the details in Clause 2.

## 19. Other Important Terms

19.1 We may transfer (assign) Our obligations and rights under these Terms (and under the contract, as applicable) to a third party (this may happen, for example, if We transfer ownership). If this occurs, you will be informed by Us in writing. Your rights under these Terms will not be affected, and Our obligations under these Terms will be transferred to the third party who will remain bound by them.



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19.2 You may not transfer (assign) your obligations and rights under these Terms (and under the contract, as applicable).

19.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way, and no such person or party will be entitled to enforce any provision of these Terms.

19.4 If any of the provisions of these Terms are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) shall be deemed severed from the remainder of these Terms. The remainder of these Terms shall be valid and enforceable.

19.5 No failure or delay by Us in exercising any of Our rights under these Terms means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms means that We will waive any subsequent breach of the same or any other provision.

## **20. Governing Law and Jurisdiction**

20.1 These Terms, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England and Wales.

20.2 Any dispute, controversy, proceedings, or claim between you and Us relating to these Terms, the contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

20.3 Regardless of your residency, you accept and agree that no Courts other than those situated in England, Scotland or Northern Ireland will have any jurisdiction over this Contract or these Terms.

Updated and reviewed: August 2022