ICON COLLEGE OF TECHNOLOGY AND MANAGEMENT LONDON

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IMPORTANT INFORMATION

These Terms and Conditions govern the relationship between you and ICON College of Technology and Management Ltd (the "**ICON College**" or "**we**" or "**us**" or "**our**") and set out the contract terms between us for the provision of educational services to students who enrol on one of our courses (the "**Terms and Conditions**").

You should be aware of ICON College's policies and the Student Handbook which can be located on ICON College's website https://www.iconcollege.ac.uk/Page/146, and are referred to within these Terms and Conditions.

If you enrol on one of our courses, the teaching and educational services will be delivered by ICON College. The qualification awarded (on successful completion of one of our courses) will be issued by Bishop Grosseteste University or Pearson (as noted in your offer letter) as the awarding body (depending upon the course you are taking and such information will be made clear to you in the offer letter).

These Terms and Conditions apply following acceptance of an offer of a place at ICON College. You are agreeing to comply with ICON College's policies and the Student Handbook (as applicable). If you do not wish to be bound by these Terms and Conditions you should not accept an offer of a place at ICON College.

1. Introduction

1.1 **ICON College of Technology and Management Ltd** is a private company limited by shares and incorporated in England and Wales with registered number **04903429** and its registered office is at Unit 21, 1-13 Adler Street, London, E1 1EE.

1.2 These Terms and Conditions apply following acceptance of an offer of a place at ICON College.

1.3 In addition to this document, the following documents also form part of the Terms and Conditions and you agree to observe them:

1.3.1 your offer letter;

1.3.2 the course specification relating to your course and subject at all times to clause 10 (changes to courses and modules), as it may be updated from time to time by us;

1.3.3 ICON College's Student Handbook (which will be available on our website) and subject at all times to clause 10 (changes to courses and modules), as it may be updated from time to time by us;

1.3.4 ICON College's Quality Assurance and Enhancement Manual (which will be available on our website) and subject at all times to clause 10 (changes to courses and modules), as it may be updated from time to time by us;

1.3.5 ICON College's Student Protection Plan and Compensation and Refund Policy (each of which will be available on our website) and subject at all times to clause 10 (changes to courses and modules), as it may be updated from time to time by us;

1.3.6 ICON College's other policies, guidance and information (details of which will be available on the website) and subject at all times to clause 10 (changes to courses and modules), as it may be updated from time to time by us; and

1.3.7 to the extent applicable, the payment plan agreement entered into in accordance with clause 7.5.1,

(together the Terms and Conditions and the documentation referenced in clause 1.3 make up the "**Contract**").

1.4 We will always inform you directly of any material changes to the documentation referred to in clause 1.3 and we will endeavour to do this before teaching starts each academic year.

1.5 It is important that you read, and abide by the documentation making up the Contract and in particular, the Student Handbook as it sets out in detail ICON College's rules, regulations and policies, as well as your responsibilities as a student of ICON College.

1.6 If there is any inconsistency between any of the provisions in this document and the provisions of any other document forming part of the Contract, the provisions of these Terms and Conditions shall prevail.

2. Accessibility

2.1 ICON College is committed to providing an inclusive and accessible environment and strives to make reasonable adjustments to accommodate the needs of our students. Students and applicants with disabilities are encouraged to notify ICON College at the earliest opportunity so that (if possible) appropriate support arrangements can be provided.

2.2 Please contact admissions@iconcollege.ac.uk for clarification if there is anything in these Terms and Conditions that you do not understand.

3. Offers and Enrolment

3.1 By accepting an offer of a place at ICON College you are entering into a contractual agreement. Your admission to ICON College is subject to you complying with the terms of the Contract.

3.2 The offer we make to you is subject to you satisfying the academic requirements for admission set out in your offer letter. The offer may be conditional or unconditional. If the offer is conditional, we will set out the conditions you need to fulfil in order to be admitted to the course, in your offer letter. If you have not fulfilled the conditions of your offer before the date notified to you in the offer letter prior to the start of the course, we reserve the right to withdraw the offer.

3.3 We may withdraw or amend any offer, without liability to you, if we discover that your application contains material inaccuracies or fraudulent information or if you are found to have omitted key information from your application.

3.4 At our request, you will provide satisfactory evidence of your qualifications (including English language qualifications if required) before admission. Failure to provide such evidence to our reasonable satisfaction will result in the withdrawal or termination of your offer, the revocation of your enrolment as a student of ICON College and/or the termination of the Contract. We will verify the authenticity of documentation required to evidence your qualifications prior to admission as appropriate. You must enrol by no later than the induction date noted in your offer letter. You may not be able to enrol and commence your studies if you have not:

3.4.1 met the entry requirements set out in your offer letter; and

3.4.2 provided certificates/proof of qualifications obtained (if requested); and

3.4.3 provided confirmation of your student loan (where you are funded by the Student Loans Company) prior to the start of the course; and

3.4.4 attended and completed the mandatory induction.

3.5 Enrolment occurs immediately after your induction. If you fail to attend and complete induction, ICON College will not allow you to enrol, but may (at its discretion) arrange a further induction for you (which when completed will allow you to enrol) or defer your enrolment to the next academic term.

4. Your right to cancel

4.1 You have the right to cancel the Contract after you have accepted the offer up to the date falling fourteen (14) days after the date of enrolment.

4.2 To cancel the Contract, you must give us notice of your cancellation by:

4.2.1 contacting admissions@iconcollege.ac.uk; You can use our cancellation form as set out at Appendix 1 but you do not have to do so; or

4.2.2 sending us a letter at the address set out above marked for the attention of the Admissions Office. If any payment has been made to us and you subsequently cancel the Contract

pursuant to your right to cancel as set out in clause 4.1, we will provide you or the person who has made such payment (as the case may be) with a full refund.

4.3 You may terminate the Contract after the expiry of the fourteen (14) day period referred to in clause 4.1, but in such case, you must do so in accordance with clause 8 or 10 of these Terms and Conditions (as applicable).

5. **Your obligations to ICON College**

5.1 You agree:

5.1.1 to fulfil all the academic requirements of your course in accordance with the Contract including, but not limited to, on-time submission of course work and other assignments, attendance at examinations and attendance at least 80% of all lectures and seminars and any other such teaching forums provided by us (the "**Attendance Requirements**") and you accept and acknowledge that ICON College may:

a. not allow you to submit assignments or sit examinations if you fail to comply with the Attendance Requirements;

b. not provide you with a letter (or other such documentary evidence) confirming you are a full time student at ICON College for the purposes of any council tax exemption and/or TFL discount (it being acknowledged that in accordance with TFL rules (as at the date of the Contract) students attending evening and Saturday classes are not eligible for any TFL student travel discount);

c. terminate your enrolment and the Contract,

in each case, if you fail to comply with the Attendance Requirements;

5.1.2 to familiarise yourself with and adhere to ICON College's rules and policies as set out in the Student Handbook;

5.1.3 to attend the induction class referenced in your offer letter;

5.1.4 to disclose if you have applied for any Student Loans Company ("**SLC**") funding in relation to your studies at ICON College and provide all relevant information requested by us;

5.1.5 to sign in within 15 minutes from the commencement of your class via fingerprint reader (it being acknowledged that (i) if you attempt to sign in after 15 minutes from the start of your class, you will be permitted immediate entry into the class but without an attendance recorded for the first part of the class, and (ii) after 30 minutes from the commencement of the class you will only be permitted entry into the class after the break and without an

attendance recorded for the first part of the class;

5.1.6 that you must successfully complete at least three (3) units in order to progress to academic term 2 and at least seven (7) units to academic term 3 (if applicable, as detailed in the Student Handbook);

5.1.7 to meet your Personal Tutor at least once per academic term;

5.1.8 that any inappropriate behaviour towards staff, tutors and other students will result in disciplinary action being taken against you;

5.1.9 it is not ordinarily possible to change your course after 3 weeks of the start of classes in the first academic term of study;

5.1.10 that no food, drink or switched-on mobile phones are allowed in the classrooms or library;

5.1.11 that to become eligible to borrow books from ICON College, you must pay a deposit of £35 to Accounts Section of ICON College and produce the receipt to the Librarian, with such deposit being refunded to you upon request when you complete your course or otherwise withdraw from your course;

5.1.12 the ICON College building is a smoke-free zone and smoking is only permitted outside in designated areas;

5.1.13 the following cannot be used as an excuse for arriving late to classes, leaving classes early, or more generally failing to meet the Attendance Requirements unless you seek ICON College's prior authorisation for your absence and if you fail to provide documentary evidence of these circumstances to ICON College's reasonable satisfaction (where requested), your absence will not be noted as an authorised absence:

a. overseas travel; and

b. work;

5.1.14 in case of:

a. sickness;

b. family emergency; or

c. childcare issues;

that may cause you to arrive late to classes, leave classes early, or more generally fail to meet the Attendance Requirements, you must inform ICON College as soon as reasonably

possible of the relevant circumstances and how they may impact you. ICON College acknowledges that it may not always be possible to seek prior authorisation for your absence in the circumstances detailed in this clause 5.1.14, but, if possible, you should seek to obtain such prior authorisation, and otherwise inform ICON College as soon as possible after the fact. If you fail to provide documentary evidence of these circumstances to ICON College's reasonable satisfaction (where requested), your absence will not be noted as an authorised absence;

5.1.15 authorised absences will not exceed two weeks in any academic term;

5.1.16 to immediately notify us of any change of address, telephone number or e-mail address by filling the relevant form available in the Reception and on the ICON VLE;

5.1.17 your recruiting agent and next of Kin may be contacted with your consent in case you are unreachable via other available contact options;

5.1.18 that you may be suspended, in accordance with relevant ICON Policies and Procedures, on the basis of low/non-attendance, low/non-progression or due to non-payment of fees by you personally or the SLC (as applicable). In such an event , you agree that you will be liable for the payment of tuition fees as well as any enrolment fee up to the time of de- enrolment;

5.1.19 that, as guidance, approximately on average 12-15 hours per week personal study is required to properly discharge your obligations under the Contract and effectively meet the learning outcomes of your course;

5.1.20 that you must not litter and congregate in front of other people's premises, inside or outside of the ICON College building to avoid disturbances to neighbours;

5.1.21 that students are chosen at random to attend meetings with regulatory or awarding bodies (e.g. Bishop Grosseteste University, Pearson, QAA and/or OfS etc.) and if you are chosen, you will use all reasonable endeavours to attend any such meetings.

6. Our obligations to you

6.1 We shall deliver your course with reasonable care and skill and as described in the relevant course prospectus provided on the website (at the date of your offer letter) in all material respects.

6.2 We shall provide you with tuition and other teaching and learning support and resources associated with your course with reasonable care and skill and we shall provide you with timely feedback on your academic work.

7. Tuition Fees and Funding

7.1 The tuition fees applicable to your course and information in relation to how to pay for your course,

or for modules within it, are set out in your offer letter.

7.2 There may be additional costs relating to your course which you agree to pay to ICON College or to a relevant third party (as appropriate). Additional costs include, but are not limited to, costs relating to travel to and from the ICON College campus, computers, equipment, compulsory textbooks, printing costs for printing exceeding 600 pages in any academic year and field trips. Where this is the case we will make this clear in advance as part of the information provided to you when you are made an offer and on our website.

7.3 If you accept an offer, you agree to pay all tuition fees and additional costs as and when they fall due, in accordance with the payment terms agreed by you and us.

7.4 **Funded Students**

7.4.1 If your tuition fees are being funded, proof of student loan or other funding body's acceptance of funding for the tuition fees (at least for the next academic year) must be received by ICON College prior to the start of the course.

7.4.2 In the event that a third-party sponsor (including SLC) has agreed to pay all or part of your tuition fees, you remain primarily liable for the payment of the tuition fees and you should make arrangements to ensure that the tuition fees have been paid by your third-party sponsor.

7.4.3 Should the funding available to you not be provided or not cover the full extent of the tuition fees, payment of the balance of the tuition fees must be received by ICON College in accordance with the payment plan agreement you have entered into with ICON College. If a payment plan is not agreed then ICON College reserves the right to terminate your enrolment.

7.4.4 If you applied for undergraduate loan funding with the SLC and the SLC approves your application and makes your details available on the SLC portal, ICON College will invoice the relevant body directly for payment.

7.4.5 If you receive postgraduate or doctoral loan funding directly from the SLC you are responsible for making payments to ICON College directly. Where the payer of your fees is an individual and not a formal sponsor / external corporate body, then there must be a known evidenced relationship between you and the payer.

7.4.6 For compliance purposes, ICON College may require you to provide further information about the third party paying your tuition fees including but not limited to the payer's date of birth, full residential address, relationship to payer, and the source of funds. You will be required to provide such information upon ICON College's reasonable request and without

delay.

7.5 **Non-Funded Students**

If you do not intend to apply for, or are not eligible for, a student loan/grant (via SLC or other funding body), full payment of the tuition fees for your course must be received in cleared funds by ICON College either (1) prior to the start of the course or

7.5.1 (2) in accordance with the payment plan agreement entered into by you and ICON College. If a payment plan agreement is not entered into then ICON College reserves the right to terminate your enrolment.

7.6 **General**

7.6.1 Tuition fees are due for each full year of attendance. If you attend only part of a year you may still be charged the full-year rate. You may be entitled to a refund in accordance with the terms of clause 8.

7.6.2 Tuition fees for the first academic year of the course will be set out in your offer letter.

7.6.3 If we choose to increase your fees, we will be doing so for one or more of the following reasons:

7.6.3.1 a requirement to further invest in ICON College's estate/facilities;

7.6.3.2 a requirement to enhance the quality of the student learning experience; or

7.6.3.3 in order to manage inflationary rises in operational costs.

7.6.4 Tuition fees for subsequent years of your course may therefore be different from those set out in your offer letter, but will be no higher than any cap permitted by Government or regulator (such as the Office for Students). Any increase in tuition fees shall be in accordance with the increase in the Consumer Prices Index excluding Owner Occupiers' Housing Costs (CPIX), subject at all times to the tuition fees not exceeding any cap imposed by Government from time to time. We shall notify you via email and text message of any increase in your tuition fees no less than 3 months before the start of the academic year to which the tuition fee increase is intended to apply. Such notice will include details of why ICON College is intending to increase your tuition fees.

7.6.5 If you are unhappy with the increase in tuition fees, you may terminate the Contract and/or withdraw from the course without incurring any liability to us for the increased tuition fees by giving ICON College notice in accordance with clause 8.2.

7.6.6 In case of non-funded students or students funded by a funding body other than SLC, unless

otherwise agreed by us, all fees must be paid by the deadline set out in the payment plan agreement.

7.6.7 ICON College accepts no liability for bank or card charges incurred by you, you must pay the full tuition fees stated without any deductions.

7.6.8 If you take a break from your studies or otherwise defer your course or you are required to repeat part or all of your course, the tuition fees charged will be the tuition fees payable for the year that you return to your course or that you repeat (as applicable).

7.6.9 You are responsible for knowing the exact source of funding of your tuition fees and any applicable VAT or equivalent sales tax. No tuition fee payments will be accepted from sources outside of the United Kingdom.

7.6.10 Where unauthorised funds are received into ICON College's bank account, or where you fail to provide satisfactory information about the payer, then for compliance reasons (including in relation to the Proceeds of Crime Act 2002) ICON College may return funds back to the payer, and you will be required to make payment (from a bank account in your own name) to ICON College immediately. Any return of funds may potentially result in a financial loss to you and / or the payer due to currency exchange losses and / or bank handling fees which ICON College shall accept no responsibility for.

7.6.11 Where a debit or credit card payment received by ICON College is subsequently disputed by the cardholder and ICON College agrees to return the funds back to the payer, if there is a tuition fee balance owing, you will be required to make payment to ICON College immediately.

7.6.12 If you fail to pay your tuition fees as and when they fall due, we reserve the right to withdraw you from your course (without further liability to you) and seek to recover any debts. You may not be allowed to enrol on your course or, if you have enrolled, your enrolment may be suspended or revoked entirely should your tuition fees remain outstanding after the deadline. If your enrolment is suspended or revoked, you will be prohibited from attending any premises of ICON College and you will not be permitted to sit examinations, submit assignments, attend classes or access student records. If you do not pay your tuition fees, we reserve the right to refuse progression to subsequent years of study relevant for your course or withhold your results and course certificates or awards.

7.6.13 Any claims for refunds and compensation will be processed in accordance with these Terms and Conditions and our Refund and Compensation Policy. For the avoidance of doubt, in the event any refund and compensation is due, any such refunds and compensation will be payable in accordance with the original payment method (for example, directly to you if the tuition fee is self-funded, to the SLC (if applicable) or to a third party sponsor).

8. **Withdrawal and Deferral**

8.1 You may withdraw from ICON College and terminate your enrolment and the Contract at any time. On termination of your enrolment in accordance with this clause 8 you will remain liable to pay your tuition fees and any other amounts due, unless we have agreed to refund any tuition fees to you pursuant to clause 8.4.

8.2 To withdraw from ICON College, you must give notice in writing to admin@iconcollege.ac.uk. Notice shall take effect on receipt.

8.3 For the avoidance of doubt, "**Withdrawal**" is to leave the course for reasons other than those related to clauses 7.6.5 (increased fees) or clauses 10.1 to 11.1 (changes to courses and modules), without the intention of returning in the future. "**Deferral**" is leaving the course at the end of an academic term intending to return in the next academic term. Deferral is normally only permitted for one academic term. Further information regarding course Deferral is detailed in the Student Handbook.

8.4 In the event of your Withdrawal from the course prior to the last day of the third (3rd) week of the first academic term, we will refund you any fees paid for that academic year.

8.5 In the event of your Withdrawal from the course on or after the last day of the third (3rd) week of the first academic term, no refund or part refund of any fees paid to date will be made, but you will not be liable for any future tuition fees.

9. **ICON College's right to terminate**

9.1 ICON College may withdraw your offer and/or terminate your Contract and withdraw you from your course if:

9.1.1 you do not pay your tuition fees in accordance with these Terms and Conditions;

9.1.2 you have failed to meet the conditions of your offer;

9.1.3 you do not complete your enrolment at the beginning of the course or you fail to re-enrol at the beginning of an academic year;

9.1.4 you have provided false, incomplete, inaccurate or misleading information in your application to ICON College or at any other time;

9.1.5 you fail to provide satisfactory evidence of your qualifications before admission;

9.1.6 you fail to meet the Attendance Requirements;

9.1.7 you fail too many assignments and no longer meet the progression requirements;

9.1.8 you are found guilty of a serious breach of our regulations at a disciplinary hearing;

9.1.9 ICON College finds that you are unable to continue your studies due to illness, including mental health issues;

9.1.10 you exceed the maximum enrolment period for your course;

9.1.11 you fail to return after a period of Deferral; and

9.1.12 you fail to comply with your obligations under these Terms and Conditions in any material respect.

9.2 ICON College will not terminate this Contract without good cause and consultation with you. Provided any action is taken to terminate the Contract in accordance with ICON College's policies and procedures, we shall not be liable for any loss or damage which you may suffer as a result. Depending on the circumstances we may also be entitled to take legal action against you.

9.3 On termination of the Contract by ICON College you are liable for any outstanding tuition fees for the year and any other amounts due. ICON College may at its discretion refund all or part of the tuition fees and/or waive your liability for future tuition fees.

10. **Changes to courses**

10.1 ICON College 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 at ICON College. Due to the time period between the course prospectus publication and enrolment on your course, circumstances may change (including due to factors beyond our reasonable control) and therefore it may sometimes be necessary to vary the content of the course or modules or services (including mode of delivery) as described in the course prospectus provided on the website (at the date of your offer letter), or cancel a course altogether. We will use reasonable endeavours to ensure that changes are kept to a minimum, but if we need to make any material changes to your course (as described in your offer letter and/or relevant course prospectus) before you enrol at ICON College, we shall notify you of the changes via email and text message as soon as possible and you shall have the rights outlined in this clause 10 of these Terms and Conditions.

10.2 ICON College is committed to providing appropriately qualified staff to teach its courses, but it does not commit to ensuring that any individual will teach on any given course. ICON College's website identifies staff currently teaching on each course. Where these members of staff leave ICON College, take leave or are otherwise become unavailable to teach then they will be replaced by either existing or new staff appointed by ICON College.

10.3 ICON College's Student Protection Plan sets out what you should expect to happen should your chosen course or ICON College closes, including arrangements that would be put in place to enable

you to complete your studies.

Withdrawal of your course prior to your enrolment as a student

10.4 We will use all reasonable endeavours to deliver all courses as described in the relevant course prospectus provided on the website (at the date of your offer letter). However, ICON College may, in some circumstances, be required to cancel or postpone the start date of the course, for example (without limitation): if there are insufficient enrolments, where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision cannot be provided, or as a result of Events Outside of our Reasonable Control.

10.5 If you have received an offer for any a course which ICON College discontinues prior to you enrolling, ICON College will notify you as soon as possible via email and text message and will take reasonable efforts to provide a suitable replacement course for which you are qualified, where such a suitable course exists.

10.6 If you do not wish to take up the replacement course provided by ICON College or, if ICON College is unable to provide a suitable replacement course, you may terminate the Contract and withdraw from the course without any liability for tuition fees (even if the cancellation period referenced in clause 4 of these Terms and Conditions has expired). You may also be entitled to compensation in accordance with the College's Refund and Compensation Policy.

10.7 If you agree to transfer to such other course as may be offered to you by ICON College (and for which you have the requisite qualifications), you will not be liable for any variation in fees (tuition and any additional cost) between the original course (which is no longer available to you) and the replacement course you have agreed to transfer onto. As such, if the replacement course fees are higher than the original course fees, you will only be liable to pay the price for your original course.

Course changes between offer acceptance and your enrolment as a student

10.8 During the period between you accepting the offer and enrolment, ICON College reserves the right to vary minor and material elements of your course from that described in the offer for the reasons outlined in clause 10.11.

10.9 Minor variations may include changes of module title, changing a module from compulsory to optional and assessments within modules as well as minimal variations to module content.

10.10 Material variations include changes to the title of a course, changes to the educational purpose of a course and changes to the mode of delivery of a course, including where teaching on-campus becomes unavailable as a result of Events Outside our Reasonable Control. Changes to the availability of optional modules, or changes which are to students' benefit will not normally be "material".

10.11 Such minor and material variations will be made to improve the quality of educational services; to meet the latest requirements of a commissioning or accrediting body; in response to student feedback; to respond effectively to, or as a result of academic staffing changes, changes to ICON College's regulations, a lack of student demand for certain modules, operational or academic changes; in order to comply with Government guidance; or as a result of Events Outside our Reasonable Control.

10.12 ICON College will use all reasonable endeavours to ensure that changes are kept to a minimum, but if we are required to make any material changes to the terms of the Contract or your course (as described in your offer letter) before you enrol, ICON College will bring these to your attention as soon as possible by email, text message and/or via notifications on the intranet.

10.13 If:

10.13.1 the proposed change is material to your course of study and prejudicially affects you; or

10.13.2 you do not wish to take up the amended course provided by ICON College; or

10.13.3 if ICON College is unable to provide a suitable replacement course,

you may terminate the Contract and withdraw from the course without any liability for tuition fees (even if the cancellation period referenced in clause 4 of these Terms and Conditions has expired).

11. **Course changes after your enrolment as a student**

11.1 ICON College will notify students via email and text message and undertake suitable consultation with students (if possible) where it proposes to make a change to your course that materially changes the outcomes of, or a large part of, your course which may include (without limitation): the nature of the award, the manner in which the course is delivered (that is, the mode of delivery of your course including where teaching on-campus becomes unavailable as a result of Events Outside our Reasonable Control) or a material change to the curriculum. Changes to the availability of optional modules, or changes which are to students' benefit will not normally be "material".

11.2 If ICON College makes such a material change, in ICON College's reasonable opinion, which you reasonably believe will prejudicially affect you, you may either terminate the Contract and withdraw from the course without any liability to ICON College for future tuition fees or transfer to such other course (if any) as may be offered to you by ICON College and for which you have the requisite qualifications. Should you terminate the Contract pursuant to this clause, you may be entitled to a full or partial refund of fees depending on the circumstances and the College shall act reasonably in making its determination as to whether a full or partial refund is due (with reference to the College Refund and Compensation Policy).

Withdrawal of a course after your enrolment as a student

11.3 If, after you have enrolled, ICON College is forced to discontinue your course as a result of an Event Outside of our Reasonable Control or other significant reasons which may include (without limitation): insufficient student enrolments, financial viability of the course or where we cannot guarantee the delivery of a high-quality academic course and/or student experience, ICON College will notify you via email and text message as soon as possible.

11.4 In such a circumstance, ICON College will use reasonable endeavours to transfer you to a suitable replacement course for which you have the requisite qualifications, where such a course exists.

11.5 If you are unhappy with the replacement course provided by ICON College or if ICON College is unable to provide a suitable replacement course, you may terminate the Contract and withdraw from the course without incurring any liability for tuition fees and you will be entitled to a refund of all tuition fees paid to date for your course. You may also be entitled to compensation in accordance with the College's Refund and Compensation Policy.

Support in finding an alternative course

11.6 Only if you choose to terminate the Contract and withdraw from your course in accordance with this clause 11 of these Terms and Condition, and only if you so request ICON College when terminating the Contract, ICON College will use reasonable endeavours to assist you in finding an alternative comparable course with another Higher Education Institution in the UK.

12. **Online provision of any part of the course**

12.1 If, and to the extent that any part of the course is delivered online as per your offer letter, or if we are forced to move to an online delivery mode due to Events Outside of our Reasonable Control, then the following provisions of this clause 12 shall apply.

12.2 If any part of the course is delivered online, it shall be delivered using ICON College's virtual learning platform (Kaltura). When you enrol to access our virtual learning platform for the first time, you may be required to accept the platform's terms of use. We will provide you with information on how to access the virtual learning platform prior to commencement of the course.

12.3 You will only be allowed to use the content of the virtual learning platform for your own personal learning and will not be allowed to adapt it, or use it for any other purpose other than your own learning in relation to your course. You are not permitted to distribute any content to anybody else or to use the virtual learning platform for any other purpose.

12.4 The costs of any equipment and internet access required for the online provision of any part of your course is not included in the fees and this will be your responsibility. You will also be responsible for

checking any materials, equipment and other devices intended to be used for the online provision of any part of your course is compatible with the specification requirements of the course.

12.5 You should keep separate copies of any work uploaded to the virtual learning platform as part of the provision of online deliver for any part of your course. To the extent permitted by law, ICON College accepts no liability whatsoever for any loss, destruction or corruption of data or content uploaded to the virtual learning platform.

13. **Liability**

13.1 Subject to the remainder of this clause 13, ICON College (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 the Contract except where such loss or damage is directly caused by ICON College (or its staff or representatives). ICON College shall not be liable for any loss or damage which was not foreseeable. Losses are foreseeable if they are an obvious consequence of ICON College's breach of the Contract.

13.2 While we take reasonable care to ensure the safety and security of students at our colleges, we cannot accept responsibility and expressly exclude liability for loss or damage to your personal property (including but not limited to computer and IT equipment, software, bicycles and vehicles), including any financial or other consequential loss where such loss or damage is a result of theft, fire, flood, computer virus or any cause related to our computer facilities, or any other cause, except where such loss or damage is caused by our negligence. It is recommended that you insure personal property against such risk of loss and damage.

13.3 We shall not be held responsible for any injury to you, financial or other loss or damage resulting from such injury, or for damage to property, caused by any other student, or by any person who is not an employee or authorised agent of ICON College.

13.4 Notwithstanding any other provision in the Contract, nothing shall exclude or restrict ICON College's liability for death or personal injury resulting from its negligence or fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.

13.5 We shall not be liable to you in any manner whatsoever for any failure or delay, or for the consequences of any failure or delay, in performance of our obligations under the Contract, if such failure or delay is due to any event outside of our reasonable control (such events may include, but not limited to, strikes, lockouts or other industrial action, acts of God, severe weather, natural disasters, pandemic or epidemic (excluding Covid-19), quarantine or widespread illness, war, protest, riot, civil disorder or unrest, fire, explosion, an actual, suspected or threatened act of terrorism, national emergencies, any restrictions imposed by government or public authorities, failure of public utilities or transport systems/networks, actions or default of placement providers or default of suppliers or sub-contractors) ("**Events Outside our Reasonable Control**"). In such circumstances, we shall take

reasonable steps to minimise any disruption to students, which may include (but is not limited to) the following:

13.5.1 rescheduling course teaching;

13.5.2 changing elements of the course to enable us to deliver; and

13.5.3 changing the delivery method or delivery location of the course.

14. Intellectual Property

14.1 "**Intellectual Property Rights**" means any patent, rights to inventions, copyright and related rights, performers' property rights, trademarks, trade names, domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information, and other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world. .

14.2 Any Intellectual Property Rights solely developed by you during your course of study at ICON College shall be owned by you.

14.3 By enroling on a course, you authorise ICON College and any associated company to publish materials relating to your course of study with us in all territories for the purposes of publicity and promotion without restriction.

15. Complaints

15.1 If you have a complaint about us, please follow our Student Complaints Procedure which is on our website and is set out in the Student Handbook.

15.2 You may also be eligible to apply for a refund or compensation as further detailed in our Student Protection Plan and Refund and Compensation Policy.

15.3 If, having followed the complaints procedure to completion, you remain dissatisfied you have the right to make a complaint to the Office of the Independent Adjudicator for Higher Education.

16. Data Protection

16.1 We will process your personal data in accordance with the General Data Protection Regulation (GDPR) and our Privacy Policy. We may share your personal data with third parties, which we will do in accordance with our privacy policy on data protection.

16.2 Once you are enrolled as a student of ICON College, we are required to collect and provide information to certain external agencies including the Higher Education Statistics Agency, whose

data protection notice can be found at www.hesa.ac.uk/dataprot.

16.3 You are required to promptly disclose any criminal conviction that is issued at any time during the period which you are a student of ICON College.

16.4 After you complete your studies, we will retain basic enrolment details, results, any discipline records and your address, and any information that may be required in relation to matters that are still outstanding.

17. **General**

17.1 The Contract is personal to you and you may not transfer any of your rights or obligations under the Contract to another person.

17.2 The Contract is between you and us and no other person shall have any rights to enforce any of its terms.

17.3 Each of the paragraphs of these Terms and Conditions operate separately. If a court decides that any of them are unlawful the remaining paragraphs will remain in full force and effect.

17.4 If we do not insist immediately that you do anything that you are required to do under these terms, or we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us from taking steps against you at a later date.

17.5 Any notice given under the Contract shall be in writing (which includes email). We shall send any notice to you either to your term-time address or your home address, by email to your ICON College email address or by text message to the number you provided at enrolment. Unless otherwise stated in these Terms and Conditions you must send any notices by email to: admin@iconcollege.ac.uk.

17.6 The Contract and any dispute or claim arising out of or in connection with it shall be governed by English law and you can bring legal proceedings in the English courts. If you live in Scotland you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the English courts.

APPENDIX 1

CANCELLATION FORM

Cancellation form

Name of Course:

Course Code:

Confirmation of details

1. Full name:
2. Address:
3. Postcode:
4. Country:
5. Email Address:
6. Date of enrolment:
7. Student number (if issued):
8. Have you paid any tuition fees or deposits (as applicable)? If yes, please provide details:
9. Date of payment for tuition fees or deposits (as applicable):
10. Method of payment for tuition fees or deposits (as applicable):

Confirmation of cancellation

To ICON College:

I hereby give notice that I wish to cancel my contract for the supply of profession-focused educational services for the above named course.

Signature (if form being sent by post): ……

Date: ……

Return form to:

Email: admissions@iconcollege.ac.uk

Postal address: ICON College, Unit 21, 1-13 Adler Street, London E1 1EG