

London Pathway College

Terms and Conditions for University of Portsmouth London Pathway College Students

This document sets out the terms and conditions between: (1) **you**, the applicant or student; (2) the **University of Portsmouth**; and (3) the **College**. All relevant terms areas defined below.

The contract between you, the College and the University under which you will be enrolled on a UOP London Pathway College course is made up of:

- These Terms and Conditions, together with the documents and policies referred to;
- The terms contained in Your Offer Letter;
- The Acceptance Form; and
- The Course Information.

Upon confirming acceptance of an offer of a place on a UOP London Pathway College (LPC) course and providing the items set out in term 3.4 below, a legally binding contract will be formed between you, the University and the College. Therefore, before accepting the offer, you should carefully read and make sure you understand these Terms and Conditions and any terms contained in the Offer Letter, the Acceptance Form, the Course Information and in any other documents or policies referred to in these Terms and Conditions.

Please note, a key term which should be read carefully is clause 13 which limits the liability of the College and the University.

If you do not understand any part of these Terms and Conditions, or any terms in the Offer Letter, Acceptance Form or in any other document mentioned in these Terms and Conditions, please contact the admissions team at hello@lpc.port.ac.uk before accepting an offer.

1. Definitions and Interpretation

1.1 The definitions set out below apply in these Terms and Conditions:

Acceptance Form: means the offer acceptance form sent by the College and/or the University to the Applicant together with or otherwise linked within the Offer Letter.

Additional Costs: has the meaning set out in term 6.11.

Applicant: means the person applying to study on a Course offered by the University.

Applicant View: means the online admissions management platform

Application: means the formal request made by an Applicant, on the Application Form, to study on one of the courses offered by the University and delivered on behalf of the University by the College.

Application Form: means the application form

Business Day: means any day, other than a Saturday, Sunday or public holiday in England, Scotland or Wales.

CAS: means, where relevant, the Confirmation of Acceptance for Study which is a sponsor letter issued by the University that confirms a person applying to enter the UK to study on a student visa has been accepted to study on a Course.

College: means UoP London Pathway Ltd (company number 15038626), a company incorporated in England and Wales whose registered office is at 1 Mark Street, London, United Kingdom, E15 4GY.

Course Information: means the information about the Course which can be found on the relevant page of the Courses section of the College website at www.londonpathwaycollege.com/study as at the date of the Offer Letter.

Contract: has the meaning set out in term 3.5.

Course: means the course of study detailed in the Offer Letter and the Course Information.

Deposit: means, where relevant, the initial Tuition Fee payment required to accept the offer as stated on the Offer Letter.

Face to face: means the instructional method used to deliver the Course whereby the Course content and learning materials are taught in person, typically on-campus.

Financial Sponsor: means the individual or organisation that has agreed to pay part or all the Student's Tuition Fees.

International Applicant: means an Applicant that is subject to immigration control within the UK and will therefore require a Student Route visa to study in the UK with the College and the University unless they already hold another visa that permits study within the UK and is deemed to be acceptable by the University.

International Student: means a Student who requires a Student Route visa to study in the UK or who is classed as an international student for fee purposes under the Education (Fees & Awards) (England) Regulations 2007 but is not subject to immigration control.

London Campus: means the London campus of the University located at 1 Mark Street, London, E15 4GY; Central House, 189-205 Hoe Street / 80-86 St Mary Road, Walthamstow, London, E17 3SZ; Juniper House, 217 Hoe Street, London, E17 9PP.

Offer Letter: means the letter sent to the Applicant offering a place on a Course.

Online: means the instructional method used to deliver the Course whereby the Course content and learning materials are made available only online, as opposed to through face to face delivery.

Other Fees Paid: means any fees or charges paid to the College and/or the University under the Contract, but not including Tuition Fees.

Progression: means where the Student has met the progression criteria, as detailed in term 10.2 and has enrolled to study on a Course with the University, and “**Progress**” shall be construed accordingly.

Semester: means each period of time in an academic year during which classes for the Course will take place, as published by the College from time to time online at www.londonpathwaycollege.com/terms.

Student: means the person that, following receipt of an Offer Letter, accepts a place to study on a Course in accordance with term 3.4.

Terms and Conditions: means these terms and conditions, which are also available online at www.londonpathwaycollege.com.

Tuition Fees: means the fees payable by the Applicant or Student (as applicable) to the University for the Course as detailed in the Offer Letter.

University: means The University of Portsmouth Higher Education Corporation with its registered office at University House, Winston Churchill Avenue, Portsmouth PO1 2UP.

2. Overview of the University’s and the College’s Responsibilities

- 2.1 The Course is delivered by the University in partnership with the College.
- 2.2 The University is responsible for providing educational academic oversight, IT systems access, and CAS issuance services.
- 2.3 The College is responsible for providing teaching services and the majority of the administrative and pastoral support services that the Student will receive during their studies on the Course.
- 2.4 During the duration of the Course, the Student will be regarded as a student of both the College and the University and will be granted access to student facilities at the London Campus.

3. Application and Offer Stage

- 3.1 Following the selection of a desired course of study, the Applicant should complete an Application Form and submit it either via Applicant View or by sending it to the address as stipulated on the Application Form together with the relevant documentation requested in the Application Form.
- 3.2 The University and the College reserves the right to accept or reject any Applications in their absolute discretion, subject to their legal obligation not to discriminate.
- 3.3 Where the University and the College accept an Application, the College will issue an Offer Letter to the Applicant. This will set out specific terms of the offer.
- 3.4 In order for an Applicant to accept an offer as set out in their Offer Letter, the Applicant must:
 - 3.4.1 complete and sign the Acceptance Form and return it to the College in accordance with the offer acceptance instructions set out in the Offer Letter;
 - 3.4.2 pay any required Deposit in accordance with the Offer Letter. The Deposit paid to the University will be deducted from any Tuition Fees that become payable;
 - 3.4.3 if the Applicant is to be financially sponsored, provide to the University satisfactory (in the University’s opinion) evidence of such sponsorship.

- 3.5 A binding contract (the “**Contract**”) will be formed when the University and the College have received all of the items listed in term 3.4 above. The University and/or the College will promptly confirm receipt by email.
- 3.6 The Student must notify the College and/or the University at the time of application of any disability, whether a mental or physical condition, that will have or is likely to have a significant adverse effect on the Student’s ability to participate in a Course, including all ancillary activities associated with the Course, or where it is likely to mean that special arrangements will be required (for example in relation to access).
- 3.7 In performing its obligations under the Contract, the College and the University will comply with the Equality Act 2010 and any associated applicable laws, statutes, regulations and codes from time to time in force. In particular, the College and the University will comply with its obligations to make reasonable adjustments to alleviate the effects of a Student’s disabilities. To assist the College and the University to make any such reasonable adjustments, the College and the University must have full disclosure from each Student of any such disability (as described at the beginning of this clause). If the Student fails to notify the College and the University of any such disability at the time of application and the College and the University subsequently determine that they cannot support the Student despite its ability to make reasonable adjustments then the College and the University may: (iii) refuse the Student’s application; (iv) in conjunction with the University, withdraw any offer that has been made; or (v) where an offer has been accepted, withdraw the Student from the Course and terminate the Contract.

4. **Cancellation**

- 4.1 The Student has the legal right to change their mind and cancel the Contract without giving a reason within 14 days starting from the day after a binding contract has been formed under term 3.5 (the “**Cancellation Period**”).
- 4.2 To cancel the Contract, the Student must clearly inform the College of the Student’s decision to cancel before the Cancellation Period has expired. The Student may do this via post or by emailing hello@lpc.port.ac.uk. The Student may use the cancellation form provided at the end of these Terms and Conditions, but does not have to. The College will acknowledge in writing receipt of the Student’s cancellation.
- 4.3 Subject to term 4.4 below, if the Student cancels the Contract within the Cancellation Period, the University will refund any Tuition Fees paid to the University and the College will refund any other fees or charges paid to the College by the Student or on the Student’s behalf. Any refund payable under this term will be paid within 14 days of the Student cancelling the Contract.
- 4.4 If the Student withdraws from their Course after the Cancellation Period has expired, the University and the College may not refund payments made under the Contract. Depending on when the Student cancels the Contract (in particular, whether it is before or after enrolment) the Student may be obliged to pay a proportion of the Tuition Fees as set out in term 6.10 and also found on the LPC [website](#).

5. **Fee Status**

- 5.1 In order to ensure that the Applicant is charged the correct Tuition Fees, the University will assess a Student’s fee status based on the information provided in or with their Application and any additional documentation requested by the College and/or the University.
- 5.2 If the Applicant’s fee status is unclear from the information provided with their Application, the University will ask the Applicant to provide further information.
- 5.3 Where uncertainty remains, a final decision will be made by the University which is not appealable.

6. **Payment and Fees**

- 6.1 A breakdown of the applicable Tuition Fees is provided in the Offer Letter.

- 6.2 Neither the College or the University have any responsibility for fees payable to third parties, including in particular any third party providers of accommodation. The Student is responsible for arranging their own accommodation while studying at the UoP London Pathway College.
- 6.3 University tuition fees that apply to a Student after Progression are determined by the University and published on the University’s website www.port.ac.uk/London.
- 6.4 It is the Student’s responsibility to ensure that the Tuition Fees and any Additional Costs (including any accommodation fees that may be payable to third parties) are paid in full and on time.
- 6.5 If a Financial Sponsor is paying the Tuition Fees on behalf of the Student, the Student must ensure that the Financial Sponsor is made aware of these Terms and Conditions before the Student accepts an offer. The Student is responsible for payment of the Tuition Fees even if the Student has arranged for a Financial Sponsor to pay these on their behalf.
- 6.6 Where a Course is longer than one Semester, the University will inform the Student by no later than on the day of enrolment of each Semester, of the deadlines for the Subsequent Tuition Fees to be paid.
- 6.7 If the Student is paying the Tuition Fees on their own behalf and if they fail to pay all or any part of the Tuition Fees for any reason, the University reserves the right (provided the unpaid amount is more than trivial and relates to the Tuition Fees and not non-academic costs) to take one or more of the following actions:
 - 6.7.1 suspend or withdraw the Student from their Course;
 - 6.7.2 withhold the Student’s results and not permit the Student to graduate and/or Progress;
 - 6.7.3 in relation to International Students, withhold any documentation required for a visa extension;
 - 6.7.4 take legal action against the Student to recover the Tuition Fees payable to the University, plus reasonable expenses for the costs of taking such an action; and/or
 - 6.7.5 terminate the Contract immediately on written notice. Prior to taking any action listed in this term 6.7, the University will try to contact the Student to request payment and discuss how the issue may be resolved.
- 6.8 All payments shall be made by online payment, bank transfer or bank draft only. Cash payments will not be accepted.
- 6.9 All payments are subject to the following conditions:
 - 6.9.1 the payee is authorised to use the payment method used;
 - 6.9.2 a payment must be confirmed as having reached the University’s bank account for it to be deemed as a payment; and
 - 6.9.3 where a card provider declines or refuses a payment or where incorrect details have been provided by the payee and a payment does not reach the University’s bank account, the University has no obligation to notify the payee or the Applicant or Student (as applicable) and accepts no liability for any losses.

Fee Liability

- 6.10 Tuition fee liabilities for Students that withdraw from a Course after the Cancellation Period has expired are set out in the following table:

Confirmed Withdrawal Date	Fee Liability
Up to two weeks after the first Semester commences	0%
On or after two weeks after the first day of enrolment	50%

On or after the first day of the second Semester	50%
On or after four weeks after the first day of the second Semester	100%
After the end of the second Semester	100%

Weeks end at 5.00pm on the Friday and the subsequent week starts immediately.

Additional Costs

- 6.11 Students should be aware that there may be other costs associated with their Course that are not stated on the Offer but which may be payable by the Student to the University, the College or a third party (“**Additional Costs**”). Additional Costs may consist of:
- 6.11.1 fees for additional, non-timetabled tuition hours provided by the College or the University to support any assessment re-sits (fees will vary depending on the Course and the individual Student needs, but are typically charged at between £50 and £85 per hour);
 - 6.11.2 module re-take fees, such fees to be calculated in accordance with term 0;
 - 6.11.3 appropriate materials to support the Student’s studies such as text books, course materials, art and design consumables, software, stationery, and photocopying costs;
 - 6.11.4 transport costs when travelling to and from the College;
 - 6.11.5 accommodation;
 - 6.11.6 general living costs such as food and drink;
 - 6.11.7 if the University takes legal action in accordance with term 6.7.4 (unpaid Tuition Fees), the reasonable costs incurred by the University in taking such action;
 - 6.11.8 costs associated with any English Language assessment (see term 10.2.3); and
 - 6.11.9 costs associated with accessing Online materials and delivery such as internet and device costs.
- 6.12 No CAS will be assigned to an International Student until the Student has accepted their offer in accordance with term 3.4 and where the University Partner and the College are confident that the Course is able to take place through Face to Face delivery.
- 6.13 Except
- (a) where a Student cancels as set out in term 4 above; or (b) where a Student withdraws after the Cancellation Period has expired, once a Student has enrolled for a given Semester, Tuition Fees paid for that Semester are no longer eligible for refund from the University, as the University will be unable to recoup its loss. Where a Student is required to retake a module, the applicable fees payable will be invoiced on a per module basis with the fee determined by the weighting of the module as a proportion of the total Programme.
- 6.14 If the College approves a re-sit assessment, additional tuition hours can be provided if required and will be invoiced at an additional cost. Re-sits and retakes will be considered in accordance with the current Immigration Rules and Policy Guidance documents located at www.gov.uk/guidance/immigration-rules

7. The Course of Study

- 7.1 The College and the University shall each provide the education services described in these Terms and Conditions with reasonable skill and care.
- 7.2 For Face to Face delivery Students must arrive prior to the start date stated on the Offer Letter, and enrol on and at the time and date provided by the University and the College.
- 7.3 Whilst the College expects all Students to arrive on time for Face to Face delivery, it is understood that there can be unavoidable delays such as visa delays. Students must notify the College of their expected arrival and enrolment date as soon as they become aware that they may not arrive or enrol on the stated start date. In no instance will a Student be permitted to enrol more than 10 Business Days after the first day of teaching without the written permission of the College. If the Student fails to enrol on or before 10 Business Days after the first day of teaching, without written permission from the College, the College and the University may suspend or withdraw the Student from their Course (in such cases the Contract will terminate immediately on written notice to the Student and neither the Deposit nor the Subsequent Tuition Fees paid to the University will be refundable).
- 7.4 Where a Student is studying a pre-sessional English Course, late arrivals must be approved in advance by the College.
- 7.5 No discount or refund of fees due to the Student's late arrival will be provided.

8. Changes to the Course

- 8.1 Once the Student has accepted their Offer, the University and the College will use all reasonable efforts to deliver the Course as set out in the Contract. However, due to the time period between the publication of programme advertising and marketing information and registration on the Course, circumstances may arise where the College or the University are required to make changes to the Course. Examples of "changes" include changes to the content or structure of the Course, or to the location or method of teaching or assessment, or to the type of award. Reasons for changes can include and are not limited to, the following:
 - 8.1.1 to meet the requirements of an accrediting, professional, statutory and/or regulatory body;
 - 8.1.2 to reflect changes in the applicable laws and regulations;
 - 8.1.3 to respond to sector good practice or quality enhancement processes;
 - 8.1.4 to keep courses contemporary by updating practices or areas of study;
 - 8.1.5 Events Outside the College or the University's Control;
 - 8.1.6 non-availability of venues;
 - 8.1.7 sickness or absence of tutors; or
 - 8.1.8 where the minimum number of students needed to ensure a good educational or student support on the Course has not been met.
- 8.2 In the case of minor changes as reasonably determined by the College or the University (for example, changing a module from compulsory to optional, changes to module titles or minor variations to module content), the College and University will aim to keep any changes to the minimum necessary and will usually notify and/or consult (depending on the nature of the change) with affected Students in advance about any changes that are required.
- 8.3 In the case of a proposed Course withdrawal or other material change to the Course, before implementing any such change, the College or University will, where possible and appropriate to do so, consult with the Student to seek their views on the proposed change/withdrawal and any potential alternatives or steps to minimise the

impact on students. Such steps may include transfer to a similar course to their Course or deferred enrolment to a later Semester.

9. Consequences of Course closure or Course change

9.1 Pre-enrolment Course changes

If any material change needs to be made before the Student enrolls on the Course, the College will bring the change to the Student's attention as soon as reasonably possible and if the Student no longer wishes to continue on the amended Course, the Student may either:

- 9.1.1 terminate the Contract and/or withdraw their application for the Course without any liability to the University for tuition fees and with the University issuing the Student with a full refund of any and all Tuition Fees paid; or
- 9.1.2 transfer to another course as may be offered by the College or the University for which the Student is qualified.

9.2 Post-enrolment Course changes or closure

- 9.2.1 If the Student is unhappy with any material change that is made after they have enrolled on the Course such that the Student no longer wishes to continue to study on the Course, the Student should notify the College of this in writing. Following its receipt of such notification, the College or the University may offer the Student a suitable alternative course for which the Student is qualified (at no additional cost to the Student).
- 9.2.2 If it is not possible to offer the Student a suitable alternative course or the Student is unhappy with the alternative offered, the Student may end the Contract by giving Student Administrative Services at least two weeks' notice by email here or in writing.
- 9.2.3 The effect of terminating the Contract is that the Student will not incur fees for the next or subsequent academic terms and may be entitled to a full or partial refund of any Tuition Fees and sales tax paid depending on the circumstances and we will act reasonably when deciding whether a full or partial refund is due.
- 9.2.4 The Student is advised to consider their options carefully before terminating their Contract in such circumstances. The Student may, for example, wish to contact other institutions about whether they might be able to complete their Course with them. The Student may also want to consider other matters such as accommodation and travel costs.

9.3 Change to Academic Regulations, Policies and Procedures

- 9.3.1 A Student who terminates their Contract pursuant to this term 9 may be entitled to compensation pursuant to the University's Student Protection Plan.
- 9.3.2 The College or the University may update their policies, procedures and regulations from time to time in order to ensure that the UoP London Pathway College operates efficiently for students and meets relevant legal and regulatory obligations, and/or where changes are in the interests of students. Changes to such policies, procedures and regulations will be appropriately notified to students via email or the College website. Such changes will not affect the content of the Course (see terms 8 and 9 for provisions concerning changes to the Course).
- 9.3.3 Any changes made under this term **Error! Reference source not found.** will normally come into effect at the start of the next academic year. The College and the University will take all reasonable steps to minimise disruption to students wherever reasonably possible.

- 9.3.4 Updated policies, procedures and regulations will be made available online on the College or the University's website and may be publicised by other means so that students are made aware of any changes.

10. Progression Criteria

- 10.1 Failure to meet the stated progression criteria, detailed in term 10.2 below, of a stage of study within the set time frames and according to the requirements of the Course, as well as the current requirements of the Immigration Rules for International Students located at www.gov.uk/guidance/immigration-rules may result in the Student being unable to complete their Course.
- 10.2 The progression criteria are:
- 10.2.1 to meet all pass criteria for each module/stage as required by individual Course requirements;
 - 10.2.2 to attend all classes, examinations and meetings in line with the Attendance and Monitoring policy of the College;
 - 10.2.3 achieve the specified English Language standard, where applicable, required by both the College and the University, and where applicable, pay any costs associated with any English Language assessment; and
 - 10.2.4 continue to have the Right to Study according to the Immigration Rules, where applicable, including where a change in the mode of delivery from Face to Face to Online requires a change in immigration status.

11. Deferral

- 11.1 Requests for the deferral of an offer prior to enrolment are considered on a discretionary basis and deferrals can only be requested twice before the offer is withdrawn and a new Application must be made. Where a CAS has been assigned by the University to the Student and the Student has gained a student visa on this basis, deferrals will only be approved where the Student can provide binding evidence that:
- 11.1.1 the Student is not in the UK; and
 - 11.1.2 the request/reason for deferral is fully supported by documentary evidence.
- 11.2 If the deferral request is as a result of the Student receiving a visa refusal, the deferral will be subject to the approval of the University.
- 11.3 Requests for the deferral of studies after enrolment, including those made pursuant to term 6.13, are considered on a discretionary basis and must be made in line with University and College policies and regulations.

12. Refunds

All refunds shall be made in accordance with the LPC Terms and Conditions refunds procedure outlined in this document.

13. Liability

- 13.1 Nothing in this Agreement shall exclude or limit in any way the liability of either the College or the University:
- 13.1.1 for death or personal injury caused by negligence of the College or the University;

13.1.2 for fraud or fraudulent misrepresentation; or

13.1.3 which cannot be excluded or limited under the laws relating to discrimination, occupier's liability or health and safety.

13.2 Neither the College and the University shall be liable under any circumstances for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is obvious that it will happen or if, at the time the Contract between the College, the University and the Student was made, both the Student and the College and/or the University could have reasonably expected it to happen as a consequence of the College and/or the University's breach of the Contract.

13.3 The College/University accept no responsibility for any miscommunication that may arise where the Student/Applicant (as applicable) has provided incorrect or out of date contact details or has not kept their contact details up to date. It is the Student/Applicant's (or parent/guardian's if the Student/Applicant is under 18 years of age) responsibility, to provide and confirm, when asked to do so, correct contact details (and to keep those contact details up to date) for communication purposes. The College/University reserves the right to correct any such details or omissions.

14. Events Outside College Control

14.1 The College and/or the University will not be liable or responsible for any failure to perform, or delay in performing, any of their obligations under the Contract caused by an event outside of their reasonable control ("**Event Outside the College/University's Control**"). Such events may include:

14.1.1 terrorist attacks or security threats;

14.1.2 industrial action by College/University staff or third parties;

14.1.3 damage or interruption to buildings, facilities, or equipment;

14.1.4 fire or flood;

14.1.5 severe weather conditions;

14.1.6 civil disorder;

14.1.7 changes in applicable laws, regulations, actions or delays by any government authority; or

14.1.8 refusals by any such authority to grant any necessary licence.

14.2 The obligations of the College and the University under the Contract will be suspended for the period that the Event Outside the College/University's Control continues, and the time to perform these obligations shall be extended for the duration of that period. The College and/or University will take reasonable steps to find a solution by which their obligations under the Contract can be performed despite the Event Outside the College/University's Control.

14.3 If the period of delay or non-performance continues for four weeks, the Applicant / Student may terminate the Contract immediately by giving written notice to the Pathway Director by emailing hello@lpc.port.ac.uk.

14.4 If the Student chooses to terminate their Contract pursuant to term 14.3, the Student will have no liability for the next or subsequent academic terms and may be entitled to a full or partial refund of Tuition Fees they have paid and/or compensation depending on the circumstances. We will act reasonably in making a determination as to whether a full or partial refund and/or any compensation is due.

14.5 The Student should consider their options carefully before terminating the Contract, for example whether the Student is able to transfer any existing academic credits to an alternative programme at the College / the University or an alternative higher education institution. The Student may wish to contact hello@lpc.port.ac.uk to discuss this.

15. **Withdrawal by the College and the University**

15.1 The University and the College may rescind an Applicant's Offer or withdraw a Student from their Course and terminate the Contract immediately by notice in writing if:

- 15.1.1 the College and the University decide that the Student may not continue as a Student due to a breach of the Student Code of Conduct and/or Student Handbook;
- 15.1.2 the Student fails to meet the progression criteria detailed in term 10.2;
- 15.1.3 the Applicant/Student requires a CAS and the University reasonably believes that the issuance of a CAS would breach the relevant Immigration Rules;
- 15.1.4 the University reasonably believes that the Applicant/ Student's visa application will be unsuccessful;
- 15.1.5 the Student's behaviour represents a serious risk to the safety, health and/or welfare of themselves or others; or
- 15.1.6 the Student commits a material breach of the terms of the Contract, where such breach is irremediable or (if such breach is remediable) the Student fails to remedy that breach within a period of 30 days after being notified in writing to do so. In such cases the University will provide a refund of Tuition Fees paid to the University for future Semesters, and Other Fees Paid less any costs incurred by the University.

16. **Intellectual Property**

16.1 The copyright, design rights and all other intellectual property rights in any Course materials and other documents or items that the College prepares or provides in connection with any Course taught by the College or the University will belong to the College or the University, or their licensors, absolutely.

16.2 The Student may not use the materials, documents or other items detailed in term 16.1 for any commercial purpose.

17. **Notices**

- a) Any notice given under this Contract will be in writing.
- b) LPC will send any notice to you either to your term-time address/home address and/or by email to your university email address. It is therefore very important that you ensure that LPC and the University has your up-to-date contact details.

c) You must send any notices either by post to College:

UoP London Pathway College Ltd, 1 Mark Street, London, E15 4GY, United Kingdom

Alternatively, you can email: hello@lpc.port.ac.uk

18. **Complaints Process**

18.1 Any Applicant or Student who has a complaint should follow the College's complaints policy at www.londonpathwaycollege.com/policies.

18.2 The College is responsible for handling all complaints in the first instance. Any complaints which cannot be resolved between the College and the Applicant / Student will be escalated to the University.

18.3 Applicants / Students who remain dissatisfied after having followed the above complaints procedure to completion have the right to make a complaint to the [Office of the Independent Adjudicator for Higher Education](#).

19. General

19.1 If any court or competent authority decides that any of the terms of the Contract are invalid, unlawful or unenforceable to any extent, such term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

19.2 If the University and the College do not insist immediately that the Student do anything the Student is required to do under the terms of the Contract, or if the University and/or the College delays in taking steps against the Student in respect of the Student breaking the Contract, that will not mean that the Student does not have to do those things and it will not prevent the College or the University taking steps against the Student at a later date.

19.3 A person who is not party to the Contract (including any person who is responsible in whole or part for the Student's Tuition Fees) shall not have any rights under or in connection with it.

19.4 Subject to terms 10.2, **Error! Reference source not found.**, 8.1 or 8.3, no variation of the Contract shall be effective unless it is in writing and signed by the Student, the University and the College.

20. Governing Law and Jurisdiction

20.1 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

20.2 Each party irrevocably agrees that the courts of England, Wales and Scotland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To: UoP London Pathway Ltd
1 Mark Street
London
United Kingdom
E15 4GY

hello@ipc.port.ac.uk

I hereby give notice that I cancel my contract for the supply of the following service:

Ordered on/received on:

Name of consumer:

Address of consumer:

Signature of consumer (only if this form is notified on paper):

Date