



KENSINGTON COLLEGE OF BUSINESS

Student Contract 2019/20

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What You Need to Know

These are the terms and conditions of contract which will apply to you as a student of Kensington College of Business (which is a trading name of Kensington Education Foundation Limited, company number 03887930, whose registered office is at 12 Cavendish Place, London, W1G 9DJ). They are the ones referred to in the application form you will have signed on applying to be student of Kensington College of Business.

Kensington College of Business (KCB or the College) believes it is important that all applicants understand the key terms, conditions and regulations that KCB will apply and rely upon in its future relationship with them. These can be found in a number of documents all of which you can access. We have tried to make this document user friendly but it's important that you read the following sections so that you understand the 'legal bits' of the Student Contract.

By accepting your offer of a place with us, a Student Contract ("the Contract") will be formed between you and Kensington College of Business. The Contract will detail all your rights and also the obligations you will be bound by during your time as a student and will also contain all of the obligations that KCB owes to you. The key terms and conditions of the Contract are set out in the documents listed below:

Your guide to this document

Application and admission to Kensington College of Business

You must provide accurate and complete information in your application form. If you do not, KCB has the right to withdraw the offer made to you or if you have begun your course of study Kensington College of Business has the right to withdraw you from your course.

Specific course entry requirements

The entry requirements for your chosen course are detailed in the course pages on the College [website](#) and in your offer letter. Please review these requirements to ensure that you are eligible for entry to your chosen subject. If you are found not to have all of the relevant entry requirements, Kensington College of Business has the right to withdraw its offer to you.

A. Your Contract with the College

Before you accept your offer of a place at the College, you should check that the details in the offer letter are complete and accurate. If you have any queries, you should contact the College Admissions Office via email- admissions@kcb.ac.uk

On acceptance of your offer of a place, your contract with the College takes effect. You agree to be bound by the terms of this document, the College's regulations, policies and procedures (including the student handbook), any additional agreement that is required as part of your programme and the other documents referred to in this document. Accordingly, you should read this and the other documents carefully. They can be found on the College's website and, unless otherwise agreed, the latest versions of these documents will apply. Please refer any queries to the College's Admissions Office.

For undergraduate or postgraduate students who receive their offer directly from the College, your contract takes effect when you accept the College's offer of admission in accordance with the terms of your application form and offer letter.

Offer through UCAS

Undergraduates who receive offers through UCAS; your contract takes effect either: -

- when you accept your offer as your "Firm Choice"; or
- if you accept your offer as your "Insurance Choice", when your "Insurance Choice" automatically becomes your "Firm Choice" (i.e. because you do not achieve the required grades for your original "Firm Choice").

B. Your Personal Information

You agree that, during and after your time at the Kensington College of Business, the College will hold and process your personal data (including sensitive personal data) in accordance with the Data Protection Act 2018, and the Privacy Policy on the College website.

Personal data held by the College will include information that you provide as part of the application and enrolment process, as well as necessary information which the College will process whilst you are a student. The personal data held by the College is to assist with (not exhaustive): -

- normal functioning of the College (including general administration and academic functions);
- providing services and support;
- managing student finances, collecting tuition fees and recovering outstanding debts;
- managing and operating the College Alumni
- taking disciplinary action, where appropriate;
- the prevention of crime and disorder;
- analysing student records to monitor quality and performance.

The College may disclose personal data held about you to other parties, including, but not limited to the following organisations: -

- College Partner awarding Bodies;
- council tax offices;
- Student Loans Company, the Local Education Authority and any relevant sponsoring body;
- UK Visas and Higher Education Statistics Agency and professional and regulatory bodies;
- law enforcement agencies and emergency services;
- debt collection agents, third party service providers and external research and survey organisations;
- prospective employers (for reference purposes), partner colleges and other educational institutions.

The list above is not exhaustive and the College may also disclose personal data held about you to other parties where it has a lawful basis to do so. You can find out further information (including the circumstances in which your personal information is likely to be shared with other organisations) in the Privacy Policy on the College website. This may be

updated from time to time to reflect legal or regulatory changes, or the College's general academic and administrative requirements. The latest version of the notice will apply to your contract with the College from the time when that section is published or updated.

The College may sometimes record lectures and other educational events and activities in which you may be involved. Any such recording will be made in accordance with the College's recording policies.

The College may record or photograph you and other students for promotional and other purposes. Wherever possible, the College will notify you of this and provide an opportunity for you to give consent or request to be excluded from such activity.

The College may check the accuracy of information held and processed with external sources or databases.

C. Immigration requirements

Kensington College of Business is under a legal obligation to ensure that all students comply with relevant visa or immigration requirements. The College may report any non-compliance to the Home Office, UK Visas and Immigration. Where necessary the College may request information and documents from you to ensure that you are complying with visa or immigration requirements. Students must comply with such requests within a reasonable time (or timeframes stipulated by the College). Where students do not meet any visa or immigration requirements, or if they fail to provide the necessary information or documents within a reasonable time, the College may decide to terminate your contract (this may be immediately) and withdraw you from your programme.

Students who are Tier 4 international students, must familiarise themselves and comply with their specific attendance monitoring requirements, as well as any other requirements specified in their visa. Non-compliance with the College's attendance monitoring and other requirements and conditions for Tier 4 international students, or with the United Kingdom's immigration rules may result in the College withdrawing you from your programme and reporting you to the Home Office, UK Visas and Immigration.

D. Accommodation, Insurance, Funding and Immigration

During your time at the College students are responsible for:

- Arranging their own accommodation;
- having adequate insurance for their personal belongings (the College recommends obtaining insurance against risks such as theft and damage) and, where appropriate, medical insurance;
- arranging enough funding for all tuition, living and other fees and expenses arising from your studies. The College is not responsible for the decisions, actions or omissions of any independent funding providers (e.g. Student Finance England); and
- satisfy any applicable visa or immigration requirements that apply, this includes language competence requirements.

E. Criminal convictions

Apart from its other rights to terminate under the terms of this contract, the College may terminate its contract with you with immediately in writing, if you are convicted of a criminal offence.

Your offer of a place may be conditional on you obtaining a Disclosure and Barring Service (DBS) check. If the check is unsatisfactory or it is found that any convictions or other information supplied is incompatible with the requirements of the course, KCB will notify you and exercise its right to withdraw its offer to you. Any change of circumstance should be brought to the attention of the admissions Office or, if you are already studying with us, the Student Administrator.

F. Duration of registration

As a full-time undergraduate student, you must complete your programme within the time limit as stipulated by the awarding body. This period includes periods of suspension, interruption of studies and withdrawal from Kensington College of Business.

G. Your cancellation rights

Once you have accepted your offer of a place at KCB you have 14 days in which to cancel your acceptance (“the Cancellation Period”) and you can do so for any reason. To exercise the right to cancel, you must inform KCB of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the model cancellation form (**Appendix 1**) at the end of this document, but this is not obligatory. KCB will accept notice of cancellation sent by email to admissions@kcb.ac.uk

If you cancel your acceptance within the Cancellation Period, any fees paid by you to KCB will be refunded in full. If you start your course within the Cancellation Period, which may happen if you have accepted a place through the clearing process, KCB has the right to charge you a reasonable sum for the course provided.

If you cancel your acceptance after the Cancellation Period, KCB will not refund payments received from you. Depending on when you cancel the Contract, you may be obliged to pay a proportion of your tuition fees as follows:

- before the first day of term 1 Nil
- on or after 14 days of term 1 25% of the full annual fee
- after 3 months from the first day of term 1 50% of the full annual fee
- after 5 months from the first day of term 1 100% of the full annual fee

Students who can provide evidence of refusal of funding from the SLC will not be personally liable for payment of tuition fees for their period of study up until the refusal notice was received.

H. Changes to your Programme or this Document

The College, in collaboration with its partner institutions, is continuously developing, refining and improving its services and programmes, and introducing new options, programmes or courses, for the benefit of students. This may be due to analysis of student feedback, annual programme reviews, and annual module review, to accommodate changes or developments in learning theory or practice or teaching practices or facilities, or to keep programmes, practices and areas of study up to date. This may lead to changes in the terms, content or delivery of the College programmes from those set out in the prospectus or website.

If the College decides to make a significant change to a student’s programme of study, you will be consulted in advance on the change, except where the change is required for regulatory or legal reasons, or on account of events beyond the College’s control, in which case the College will notify you of this as soon as possible in order to minimise any adverse impact on you.

KCB will make all reasonable efforts to deliver courses and research opportunities leading to its awards as described in materials published by KCB.

KCB reserves the right to vary arrangements in exceptional circumstances which are beyond the KCB’s reasonable control. Examples of such circumstances may include:

- (a) where the numbers recruited to a course and/or module are so low that it is not possible to deliver an appropriate quality of education to students enrolled on it
- (b) the unexpected absence or departure of a key member of staff
- (c) acts of God, flood, earthquake, windstorm or other natural disaster, including epidemics of infectious disease
- (d) fire, explosion or accidental damage
- (e) collapse of building structures, failure of machinery, computers or vehicles
- (f) labour disputes, including strikes and industrial and other action
- (g) interruption or failure of a utility service, including but not limited to electric power, gas or water
- (h) the acts, decrees, legislation, or restriction of any government

Where such events occur KCB will seek to minimise the impact on the student learning experience by, for

example:

- (a) delivering a modified version of the same course
- (b) making available to affected students such learning or other support and other services and facilities as it considers appropriate
- (c) offering affected students, the opportunity to transfer to another course or to withdraw and be given reasonable support to move to another College

Kensington College of Business will provide continued assurances of the standard and quality of the award. Students will be informed of any changes to learning support, services and facilities by KCB as soon as is practicable.

In addition to the circumstances described above, Kensington College of Business will be entitled to make reasonable changes to its courses where that will enable Kensington College of Business to deliver an equivalent or better quality of educational experience to students enrolled on the course. Examples of such circumstances may include changes to:

- (a) the content and syllabus of the course where developments in the subject area make that necessary
- (b) the location of the course
- (c) the method of delivery of the course

In making any such changes, Kensington College of Business will aim to keep the changes to the minimum necessary to achieve the required quality of experience and will notify and consult with affected students in advance about any changes that are required. If Kensington College of Business changes a course, students who are not satisfied with the changes will be offered the opportunity to transfer to another course or, if required, to withdraw and be given reasonable support to move to another institution.

The College's student protection plan and refund and compensation policy is available <http://www.kcb.ac.uk/legal/> and sets out the above rights in more detail. In the event of any conflict between the College's student protection plan and refund and compensation policy then the student protection plan and refunds and compensation policy take priority.

In addition you are entitled if on a programme leading to an award of one of our partners (e.g. University of Chester or Pearson) to the benefit of their student protection plan and refund and compensation policy in the event that the College is unable to provide redress under this contract or its student protection plan and refund and compensation policy. You cannot obtain redress more than once and in the event of any conflict between the College's refund and compensation policy and/or student protection plan and those of our partner awarding bodies then the College's plan or policy shall take priority.

I. Your Programme of Study

A detailed guide to the content of each course is provided in the Programme Handbook. Any changes to the course content will be reflected in this document and you are strongly recommended to review the Programme Specification at the point of application and **before** you enroll onto your chosen course.

Placements

If your course or programme requires you to undertake a placement, you will be responsible to fulfil the overall placement criteria as required by the awarding body. The College will not be responsible for acts or omissions of a third-party placement provider.

J. Intellectual property

If you develop intellectual property, including an invention, device, discovery, materials, product, process, computer software or any other potentially valuable result or innovation, with material input from KCB's academic staff, KCB resources, or as part of a collective project, programme or research activity, you will be required to assign all rights in such intellectual property to KCB. KCB will not make any claim to any other intellectual property developed by you.

K. IT and Information Security

You must comply with all policies, rules and regulations in relation to the use of IT during your studies. These include the IT Services' "Acceptable Computer Use Policy" and "Information Policy" which are available on the College Student website.

Use of all IT equipment and its connection to the College IT network must comply with the "appropriate use of services" element of the Policy. The Policy prohibits the use of computing devices and the College network for illegal activity, the creation or transmission of offensive or obscene material, and the creation or transmission of any material which infringes the IP rights of another person. Kensington College of Business may monitor the use (including any personal use) of its network and systems (including telephone, e-mail, voicemail, internet, other communications, and computer systems) and review or restrict information transmitted using them as reasonably necessary to ensure the appropriate use of its services and to comply with its legal obligations.

By connecting to the College's IT network, students accept all associated risks. This includes connection to the network with any of your own devices. The College will not be liable for any damage that is caused by your use of IT equipment and/or connection to the College network, except in the case of any foreseeable damage resulting directly from negligence by the College or failure to comply with this contract.

L. Fees, deposits and consequences of non-payment

The tuition fees stated on the course webpage, prospectus and your offer letter will apply for the duration of your course, subject only to changes to the law or government requirement.

It is your responsibility to pay any deposit and your fees on time and in the full amount as stipulated in your offer letter. Kensington College of Business has the right to withdraw its offer of a place to study if you fail to pay any deposit owed before you commence your studies.

International students should also note that Kensington College of Business reserves the right to keep any deposits paid in the instance where the Home Office subsequently refuses a study visa due to an application being rejected due to fraud.

Kensington College of Business further has the right to impose penalties including disciplinary action, potentially leading to withdrawal of study, if you fail to pay your fees once you are a student at KCB. Where there is an outstanding tuition fee debt, KCB reserves its right to withhold evidence of your award and/or to take legal action against you.

If you fail to pay any other (non-tuition fee) sums you owe to Kensington College of Business, we may reserve the right to take action to recover those sums. This may include in certain circumstances removing the services available to you such as use of the library or sports facilities, and in certain circumstances taking legal action to recover debts owed.

Your fees do not include charges for examination/assessment re-sits, repeat modules, extensions to the designated period of study, optional field trips, and any other miscellaneous expenses that may be incurred during your period of study.

Funded Students

Where your fees are to be paid by the Student Loans Company, employer or other body directly to the College (a "**Funded Student**"), written evidence of this funding must be produced. Until a Funded Student produces this evidence in a form acceptable to the College, he or she will be treated as "pre-enrolled". "Pre-enrolled" means a status which allows the Funded Student at the College's discretion to attend his or her course, pending receipt of funding, but is not enrolled as student of the College. If a Funded Student does not produce written evidence of funding within 45 days of the day of this application, the Funded Student's "pre-enrolment" will automatically terminate and the Funded Student will have no further right to attend his or her course and have no further rights against the College. The College will inform you if your pre-enrolment ends.

Students who provide evidence of refusal of funding from the SLC will not be personally liable for payment of tuition fees for their period of study up until the refusal notice was received.

M. Attendance monitoring

KCB believes that students achieve their full potential if they commit to attending lectures, tutorials, examinations and other activities which form part of their course. KCB reserves the right to impose disciplinary measures on any student found to have poor attendance.

International students must ensure they meet the requirements of their visa with weekly attendance monitors. Failure to do so could lead to KCB withdrawing its sponsorship of the student.

N. Re-sits/Repeats

If you fail a Pearson course module you will have one automatic opportunity to resubmit an assessment. Students on degree programmes are allowed a further two attempts at the discretion of the relevant Assessment Board and will require you to re-sit any elements that you may not have passed.

There is a fee for re-sits and repeat modules.

Students on the HNC/HND programme who for the first assessment opportunity and resubmission opportunity, failed to achieve a pass for that unit specification, at the discretion of the relevant Assessment Board, a decision can be made to permit a repeat of a unit. The student must study the module again with full attendance and payment of the repeat fee. The overall module grade for a successfully completed repeat unit is capped at a pass for that module. Module units can only be repeated once.

Extenuating circumstances

You must inform KCB in advance of any extenuating circumstances with supporting documentary evidence that prevent you from attending an examination/ submit an assessment. KCB reserves the right not to take into consideration any extenuating circumstances you inform the College about after the event that prevent you from sitting an examination/ submitting coursework.

O. Health and Safety

The College will act in accordance with all health and safety legislation and regulations to provide a safe studying and working environment for students during their studies.

The College will monitor health and safety to ensure continuous improvements, to reduce the risk of accidents, and prevent injury and ill-health.

The College will provide information, instruction, training and supervision as is reasonably necessary to ensure the health and safety of its staff and students.

Students must familiarise themselves with all of College procedures and regulations relating to health and safety, including the College's health and safety policy found on the College website and any specific rules that apply to your programme or the College premises. Failure to comply with the College's health and safety procedures and regulations, may lead to disciplinary action against you.

Students must inform the College if they have any mobility issues or if there is any other reason which would affect your ability to follow any health and safety procedures or regulations. Where possible the College will make any reasonable adjustments and provide you with additional support to ensure your safety and wellbeing.

If you have any queries in relation to your health, safety or wellbeing, you should contact student welfare at studentwelfare@kcb.ac.uk

P. Conduct

KCB expects that its students should conduct themselves in an appropriate manner both in relation to academic and non-academic environments. KCB will take disciplinary measures against any student found to have plagiarised or used ghost writing services in the delivery of their academic work. Disciplinary measures could include suspension or withdrawal from studies. It is the student's responsibility to familiarised themselves with KCB's Examination and Assessments policies on the Student Web portal.

Students are also expected to respect KCB's commitment to diversity and equality. If it is brought to the attention of KCB that a student has behaved in an inappropriate manner to a fellow student or staff member, KCB will take disciplinary action which could lead to suspension or withdrawal. Students are expected to have familiarised themselves with KCB's Equality and Diversity Policy and student Welfare Policy.

Students found to have brought KCB's name into disrepute with the local community, such as anti-social behaviour, will also be subject to disciplinary procedures.

Q. Disciplinary procedure

KCB's disciplinary procedure is detailed under Complaints Procedure. A decision by KCB to withdraw you from study will be taken in accordance with these procedures and subject to any right of appeal or review. If KCB has good reason to expel you and does so in accordance with the relevant procedures, KCB will not be liable to compensate you for any loss or damage you may suffer as a result.

R. Complaints

KCB has a comprehensive complaints procedure which includes both informal and formal options which students can use to resolve complaints. Full details of the complaints policy can be found in procedures on the KCB Student Portal along with information about the Office of the Independent Adjudicator (OIA) where students can make further representation if they are dissatisfied with a decision relating to a complaint they have raised with KCB. For more information about the OIA, please visit www.oiahe.org.uk.

S. General

If any provision of the Contract between you and KCB is held to be void or unenforceable in whole or in part by any court or other competent authority, that contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.

The Contract between you and KCB can only be enforced by either you or KCB. The Contracts (Rights of Third Parties) Act 1999 does not apply.

The Contract shall be governed by and construed in all aspects in accordance with the English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

T. Appendix 1

Cancellation form

Right to Cancel

You have a statutory right to cancel your Student Contract within a period of 14 days starting on the day after you accept an offer directly from the College; **or**

(for undergraduate or post-graduate students receiving their offer through UCAS):

- 14 days starting on the day after you accept your offer as your “Firm Choice”; or
- if you accept your offer as your “Insurance Choice”, 14 days starting on the day after your “Insurance Choice” automatically becomes your “Firm Choice”.

Complete and return this form **only** if you wish to withdraw from your Student Contract.

Please fill out this form and send by post addressed to:

Admissions
Kensington College of Business
12 Cavendish Place,
London
W1G 9DJ

or

email to admissions@kcb.ac.uk

Please include your name, address, name of course/programme and, where applicable, student number. You may wish to use the form below (although you are not obliged to do so). The College will contact you in writing to confirm receipt of your notice of cancellation.

Effects of Cancellation

If you cancel your Student Contract in accordance with your statutory rights, your Student Contract will come to an end and we will reimburse to you all the tuition fees you have paid. If your course started during the 14 days' cancellation period, we may charge you for the services we have provided during that period until the date of cancellation.

I hereby give notice that I wish to cancel my contract with Kensington College of Business to study a course commencing in:

Date of acceptance of offer (MONTH/YEAR):

Date of enrolment (where applicable) (MONTH/YEAR):

Student Name:

Course title:

Address of student:

Signature of student:

Date (MONTH/YEAR):
