



Name of Document:	Terms and Conditions
Current version:	2.3
Date of last review:	March 2022
Last review by:	Operations Manager
Policy Owned and approved by:	HEMT
Next review due date:	March 2023

### Introduction

1. This document sets out key aspects of the relationship between You and David Game College Limited (the College). When You are offered a place to study at the College it is in accordance with these Terms and Conditions and acceptance of that offer will create a legally binding contract between You and the College.
2. It is therefore important that You read this document in full before accepting Your offer of a place. If there is anything said or written by or on behalf of the College that You wish to take into account when deciding whether or not to accept Your offer please seek written confirmation from the Admissions Manager beforehand. Please also contact the Admissions Manager if You have any questions regarding these Terms and Conditions or any of the other documents listed below.
3. These Terms and Conditions together with the:
  - a. *Offer Letter*;
  - b. *Tuition Fee Refund and Compensation policy*;
  - c. *Acceptance Form*;
  - d. *Fees List*, as varied from time to time; and
  - e. *College's Student Policies & Procedures*form the basis of a contract between You and the College for the provision of educational services in respect of Your Course.

### Terminology

4. **The College or We or Us** means:

David Game College Higher Education Centre, a department of David Game College Limited, company registered in England and Wales (03149730), as now or in the future constituted (and any successor).

Registered office: 843 Finchley Road, London, NW11 8NA

Contact: Telephone on 020 3220 0347 or at info@dghe.ac.uk or 31 Jewry Street, London EC3N 2ET.

UKPRN: 10015688.

5. **You or Your or the Student** refers to the person who has been offered a place at the College and has signed the Acceptance Form.
6. **Admission** occurs when You accept the offer of a place and entitles You to enrol as a student at the College.
7. **Enrolment** occurs when You have fulfilled any conditions of Your accepted offer and submit a completed Enrolment Form for the academic period specified in Your offer letter [during your Induction Week].
8. **Re-enrolment** normally occurs after 12 months and involves enrolled students confirming the continuation of their studies at the College before a published deadline.
9. **Entry** occurs when You attend the College for the first time under these Terms and Conditions.

### **Equality, Diversity & Inclusion**

10. **Equality & Inclusion:** The College is committed to working together to build a learning community founded on equality of opportunity – a learning community which celebrates the rich diversity of our student and staff populations and one in which discriminatory behaviour is challenged and not tolerated within our community. The College will do all that is reasonable to ensure that Our culture, policies and procedures are made accessible to students who have protected characteristics and to comply with Our legal and moral responsibilities under equality legislation.

### **Admission & Enrolment**

11. **Eligibility:** Courses at the College are open to applicants aged 18 and over. Courses are not transferable between students. The minimum entry requirements for each course are set out in the College prospectus and Website.
12. **Offer of a place:** Our offer letter to You sets out the steps You must take to accept Your offer of a place and whether the offer is subject to any reasonable conditions We may require.
13. **Acceptance:** Acceptance of the offer and fulfilment of any conditions will entitle You to enrol with the College for the academic period specified in Your offer letter.
14. **Deposit & Fees:** Our Tuition Fees Deposit and Fees are payable in accordance with clause 41 below.
15. **Permission to enrol:** You may not be permitted to enrol with the College if You:
  - a. fail to meet any of the conditions specified in your offer letter;
  - b. have a relevant criminal conviction;
  - c. fail to pay the required deposit or tuition fees (or provide information in relation to payment) as specified in Our Tuition Fee Refund and Compensation Policy.
16. **Permission to re-enrol:** You may not be permitted to re-enrol with the College if you:
  - a. are suspended;

- b. have been withdrawn from the College through a failure to meet academic requirements or for contravention of Our Regulations or Policies;
  - c. have committed or been convicted of a relevant criminal offence which, had it been committed at the time of Your application, would have precluded You from enrolment;
  - d. have tuition fee debt or have contravened any other aspect of Our Tuition Fees Refund and Compensation Policy.
17. **Loan status:** Students may be permitted to enrol on a course prior to confirmation that their Student Loan application has been approved but do so at their own risk. In such cases the student must provide evidence that their SLC application has been submitted by no later than the course induction day. Furthermore, if within 8 weeks of the course commencement date the student has still not received SLC loan approval and has not otherwise paid their tuition fees or confirmed sponsorship, the College may terminate registration.

### **Cancellation, Withdrawal & Deferral**

18. **Cancellation:** Cancellation means the cancellation of a place at the College which has been accepted by You and which occurs before You enrol at the College or where You do not Enter the College.
19. **Cooling off period:** If Your contract with Us was formed entirely by means of distance communications (by post or email) without You meeting face to face with a member of staff You have the right to cancel your contract with Us and obtain a refund at any time within 14 days of the date on which You accepted Your place formally (the cooling off period). Please see the Cancellation Notice published on Our website [<https://www.dghe.ac.uk/college/policies>] which also includes a Cancellation Form.
20. **Notice of cancellation:** Your decision to cancel the contract must be notified to Us in writing by:
- a. email to the Registrar ([info@dghe.ac.uk](mailto:info@dghe.ac.uk));
  - b. completing and returning a Cancellation Form to David Game Higher Education Centre, 32-35 Jewry Street, London EC3N 2ET or by email to: [info@dghe.ac.uk](mailto:info@dghe.ac.uk)
  - c. following the instructions provided to You by UCAS (if applicable).
21. **Refund on cancellation:** Any payment made by You to the College, in accordance with clause 19 and under the contract prior to the date of cancellation within the cooling off period will be refunded to You within one month unless We have provided services to You during the cooling off period. If your contract with Us was not formed under the conditions stated in clause 19 then any refund to You will be determined under the terms of the College Tuition Fee Refund and Compensation policy.
22. **Withdrawal:** means the termination of the contract by You at any time after Entry to the College by completing and submitting a Withdrawal Form. Please see clause 9 for details of when Entry to the College occurs.
23. **Deferral:** You may request a deferral of Your course start date once, provided that You inform the College in writing at least one month prior to the course commencement date.
24. **Collaborative partnerships:** if you are enrolled on a course that is being delivered by the College under a collaborative agreement with another institution, the rules relating to Cancellation, Withdrawal & Deferral will fall under the Terms & Conditions of the collaborative partner. These are available upon request.

### **Our Obligations**

25. **Provision of education:** the College will do all that is reasonable to provide an educational environment, tuition and assessment of a range, standard and quality which is suitable for each student and to provide education to at least the standard required by law in the particular circumstances. The College will exercise reasonable care and skill in providing educational services but cannot guarantee that You will achieve Your desired examination results or that results will be sufficient to gain entry to other educational establishments.
26. **Continuation of Study:** the College will do all that is reasonable to preserve continuation of study and will be implementing a Student Protection Plan (SPP) which records recognised risks to students' continuation of study and the steps taken to mitigate those risks. A copy of the SPP is available on the DGHE website.
27. **Course variation:** the College recognises the importance of delivering the course it advertises in its prospectus, but reserves the right to make minor variations (such as updating the curriculum, changing staff and adjusting Your timetable e.g the days and times you are in attendance) in order to enhance the student experience, act on student feedback and respond to changing laws, regulations and best practice. The College will not make material variations to Your course, such as changing the award body without consulting You and allowing You to withdraw from the course without financial penalty in the event that You do not wish to accept the change.
28. **Force majeure:** The College shall not be liable to you arising from matters outside our control or if the College is prevented from delivering its services to you as a result of matters outside its control. This includes but is not limited to: strikes, other industrial action, staff illness, severe weather, fire, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic disease, or failure of public utilities or transport systems. However, reasonable steps will be taken to minimise the disruption to those services.
29. **Course closure:** In the event that the College is unable to continue to deliver your course, or has to cancel it prior to or after your enrolment, We will use reasonable endeavours to find you a place at another provider or offer you an alternative and/or similar course at the College, and allow You to withdraw without financial penalty and with appropriate compensation if applicable in accordance with the College Tuition Fee Refund and Compensation policy.
30. **Consumer rights:** The College complies with consumer rights legislation and has designed its contractual arrangements with its students to be fair, transparent and reasonable. The College recognises that the student body is protected by Consumer Protection Law and endeavours to ensure that its T&C's reflect this.
31. **Policies and procedures:** The College will comply with its own policies and procedures unless there is good cause and justification for deviation. If the College makes changes to its policies or procedures it will use reasonable endeavours to bring them to Your attention before they take effect.
32. **Collaborative partnerships:** if you are enrolled on a course that is being delivered by the College under a collaborative agreement with another institution, the rules relating to **Continuation of Study and Course Closure** will fall under the Student Protection Plan (SPP) of the collaborative partner and will be exercised through their Terms & Conditions and their Tuition Fee Refund and Compensation policy. These are available upon request.

### Your Obligations

33. **Attendance & Participation:** You agree to attend and participate in all of your scheduled teaching and assessment activities and to report any absence in writing to the College as set out in our Attendance policy. You are expected to undertake independent study in order to meet the learning and experience outcomes of Your course.

34. **Behaviour:** You agree to treat all members of the College community with dignity and respect and in accordance with the expectations set out in Our student policies and procedures, which can be found here: [<https://www.dghe.ac.uk/college/policies>]. You understand that the College may take disciplinary action against You in the event that these obligations are breached.
35. **Learning difficulties and medical conditions:** You agree to notify the College during the application process and subsequently if at any time You become aware or suspect that You have a learning difficulty or medical condition (including mental health) and will provide the College with a copy of all written reports and relevant information. We may decline to offer You a place or You may be withdrawn from the College if in the professional judgement of staff and after consultation with You, the College is unable to provide adequately for Your needs.
36. **Communication:** You agree to monitor Your College email account regularly and any other communication channels as advised by the College.
37. **Information:** You agree to keep the College up to date with Your personal details and contact information.

## **Fees**

38. **Tuition Fees** means fees in respect of, or otherwise in connection with, undertaking the course, including admission, tuition and graduation. Tuition fees are usually charged annually, unless otherwise stated on the Fees list.
39. **Additional Costs** means charges for goods and services that do not form part of tuition fees. Study materials, Awarding Body registration fees, exam/assignment fees and other third party registration charges are not included in the tuition fees unless stated otherwise.
40. **Payment:** Acceptance of these Terms and Conditions indicates agreement to be bound by the College Tuition Fee Refund and Compensation Policy and to pay all fees owed to the College when they become due in accordance with the payment terms agreed. Fees must be paid yearly in advance or in accordance with the conditions stated on the Fees list.
41. **Registration Fee:** Enrolment on a course requires payment of a registration fee (which is charged in addition to tuition fees) as set on the Fees list for the relevant year. For courses of 2 years' duration or more, a further registration and assessment fee will become due at the start of the following year(s).
42. **Deposits & Fees:** the requirements for payment of a Tuition Fee Deposit and fees are determined by Your mode of funding:
  - (a) If you are **privately funded** or **sponsored**, You are required to pay a Tuition Fee Deposit as shown on the Fees list, by no later than the induction day.
  - (b) If You are funded by the Student Loans Company (SLC), We will receive Your tuition fees directly from the SLC. If, by the date agreed by the College with You in advance, You provide Us with written confirmation from the SLC that Your loan has been approved, You will not be required to pay the Tuition Fee Deposit. If You enrol onto a course that attracts SLC funding but You do not provide Us with such written confirmation, by the date agreed by the College with You in advance, You will be liable to pay the full tuition fees for that academic year. If for any reason the SLC does not pay any part of Your tuition fees, You will be liable to pay any outstanding balance.
43. **Fee Increases:** the College will increase its tuition fees on an annual basis and will do so in accordance with its Tuition Fee Refund and Compensation Policy. The College publishes its fees list on its website at least one year in advance.

44. **Appropriation:** Save where agreed otherwise, the College reserves the right to allocate payments made to the earliest balance on the Fees account.
45. **Confirmation of attendance:** A student whose studies are being funded by a loan from the SLC (Student Loans Company) will have their attendance confirmed only after completing 2 weeks of the course and if their tuition fee loan has been approved by the SLC.

### Refunds & Compensation

46. **Refund eligibility:** You may be eligible for a tuition fee refund in the event that You withdraw from Your programme, suspend Your studies, change Your mode of study or if You benefit from a discount, scholarship or waiver. A refund may also be paid in the event that the College cannot preserve Your continuation of study because of, for example, a decision to discontinue the course, cease operating altogether or lose the right/ability to provide the course. If possible, We will teach out affected courses or make arrangements to transfer You to another suitable provider. If this is not possible, We will refund tuition fees in accordance with the College Tuition Fee Refund and Compensation Policy. Any request for a tuition fee refund must be made in writing to the Registrar.
47. **Compensation eligibility:** You may be eligible for compensation in the event that the College is not able to preserve Your continuity of study (for example due to a lack of suitable staffing, building & grounds failure, internal floods & internal power outages, lack of suitable placements or health & safety concerns (this list is not exhaustive) or because of a decision to discontinue the course, cease operating altogether or lose the right/ability to provide the course). Any request for compensation must be made in writing to the Registrar. Please refer to the Tuition Fee Refund and Compensation Policy for more details.

### Complaints

48. **Concerns & Complaints:** The College welcomes feedback from prospective students and members of its community and will engage with students on an informal or formal basis in accordance with its policies and procedures.
49. **Applicants:** Applicants who are unhappy with the way in which their application to the College was managed may raise a complaint under the Admissions Appeals Policy.
50. **Students:** Students who have accepted an offer of a place may raise any concerns they have with their course or any other aspect of the service provided by the College by following the Students Complaints Procedure and completing a complaint form which is available from the College VLE or from the College reception.
51. **External Review:** Students whose complaint(s) are not resolved under the Student Complaints Procedure may, once they have been issued with a Completion of Procedures Letter, refer the matter to the Office for the Independent Adjudicator (OIA). If a student is on a course delivered under a collaborative agreement with another college or university, the student may also have access to the complaints procedure of that institution.

### Suspension

52. **Suspension:** We may suspend You from Your course in accordance with Our Student Disciplinary Regulations. Non-exhaustive examples of the circumstances in which We may decide to suspend You include where it is deemed:
  - a. necessary to enable an investigation to be conducted into alleged misconduct;
  - b. appropriate as a disciplinary sanction in its own right.

53. **Appeal:** A student may appeal a decision to suspend them in accordance with the Student Disciplinary Regulations.

### Termination

54. **Automatic termination:** The College will deem this contract to terminate with immediate effect in the event that You fail to re-enrol on your course by the deadline.
55. **Withdrawal:** You may terminate this contract and withdraw from the College at any time after Entry to the College (termination prior to Entry is regarded as cancellation). You must provide the College with written notice of withdrawal by completing and submitting a Withdrawal Form.
56. **Termination by the College:** We may terminate this contract and, on written notice, deem You withdrawn from Your course if You:
- have an outstanding tuition fee or registration fee debt or have contravened the terms of Our Fees Refund and Compensation Policy;
  - fail to meet the applicable attendance and participation requirements as set out in Our Attendance Policy;
  - fail to meet the applicable progression or award requirements (including submission of a disqualification disclosure and DBS check) set out in Our Academic Regulations;
  - breach the Student Disciplinary Regulations or your behaviour represents an immediate and serious risk to Your health, welfare and safety or that of others;
  - commit or are convicted of a criminal offence which had it been committed at the time of Your application, would have precluded You from enrolment;
  - have withheld key information or provided incorrect or misleading information to the College.
57. **Appeal against termination:** You may appeal against the College's decision to termination this contract under clause 52 a - e above in accordance with the arrangements set out in the Student Complaints policy.

### Data Protection

58. **Privacy Notice:** The College has a Student Privacy Notice which explains how We will use Your personal data. Key information from this Privacy Notice is provided with the letter of offer. The Privacy Notice is also published on the College website and can be found here: <https://www.dghe.ac.uk/privacy-notice>. You must read the Privacy Notices in full before accepting Your place.
59. **Information Sharing:** We will share aspects of Your personal data with UCAS and the Higher Education Statistics Agency (HESA) for the purpose of compiling statistics about applicants and students for use by government bodies. UCAS and HESA may use Your sensitive information, such as, disability status, ethnicity, religion, etc. to assist with monitoring equality of opportunity and eliminating unlawful discrimination in accordance with the Equality Act. Your sensitive information will not be used to make decisions about You. The HESA Student Data Protection Notice can be found here: <https://www.hesa.ac.uk/about/regulation/data-protection/notices>
- The UCAS privacy notices can be found here: <https://www.ucas.com/about-us/policies/privacy-policies-and-declarations/ucas-privacy-policy>
60. **Right of access:** You have the right to access the personal data about You that the College holds in accordance with Data Protection legislation.

## Other Important Terms

61. **Consumer rights:** This is a consumer contract. Care has been taken to use plain language and to give clear explanations in these Terms and Conditions. If any words alone or in combination infringe consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these Terms and conditions affects the Student's statutory rights. If You wish to obtain independent advice you are free to do so.
62. **Intellectual Property:** [All College Material and all Intellectual Property Rights in such material shall belong to the College. College Material includes notes, assignments, records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and other materials produced by the student whilst enrolled at the College. ] If the Student creates a copyright work as part of Your course, including where the work is created jointly with a member of staff or another student, the College may use that work for the purpose of promoting the interests of the College, including exhibiting it or publishing a copy of it on the College's intranet or public website.
63. **Enforcement:** No failure or delay by You or the College to enact any provision of these Terms and Conditions shall constitute a waiver of any provision and will not prevent You or the College from enforcing that provision at a later date.
64. **Interpretation:** These Terms and Conditions supersede any previously in force and will be construed as a whole. In the event of inconsistencies between these Terms and Conditions and any other contractual information provided to You, these Terms and Conditions shall prevail. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of these Terms and Conditions.
65. **Third party rights:** Only You and the College are parties to this contract. No third party is a party to this contract and shall not have any rights to enforce any term of it.
66. **Jurisdiction:** This contract was made at the College and it, together with each matter relating to the provision of educational services by the College, is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.