

JCA | LONDON
FASHION
ACADEMY

TERMS & CONDITIONS

1. INTRODUCTION

A agreement between you and JCA London Fashion Academy (“the Academy”) is formed when you accept an offer of a place at the Academy. These terms and conditions set out the basis of your contractual relationship with the Academy.

These terms and conditions comprise part of the agreement between you and the Academy about your course of study or research. The other parts of the contract are:

- Any documents, policies or procedures referred to in these terms and conditions;
- Any document setting out the Academy’s offer to you (whether the offer is made directly by the Academy or indirectly by UCAS or another authorised agency); and
- Your enrolment form.

Together, these form the entirety of the agreement between you and the Academy relating to your course and replace any other undertakings or representations (“the Agreement”).

2. CANCELLATION BEFORE ENROLMENT

You have a right to cancel this Agreement within 14 days of your acceptance of an offer of a place to study at the Academy (“Cancellation Period”). You must inform the Academy of your decision to cancel within the Cancellation Period by writing to us at registry@jca.ac.uk

If you verbally notify any member of JCA staff of your decision to withdraw or cancel your offer of a place at the Academy, you are required to provide written confirmation by sending an email to the address stated above.

Applicants who have applied to the Academy via UCAS will receive notification of the cancellation of their offer through the UCAS system. Applicants who have applied directly to the Academy will be notified of the cancellation in writing, either by email or by letter sent to admissions@jca.ac.uk.

2.1 Reimbursement of deposit and other fees collected

Any reimbursement of fees for cancellation before enrolment will be in accordance with the Tuition Fee and Refund Policy (see below).

3. FEES AND PAYMENT

The Academy charges tuition fees for delivery of its courses (“Tuition Fee”). You will be informed of your Tuition Fee as part of your offer letter.

You are bound by the Academy’s Tuition Fee and Refund Policy which sets out the requirements to pay Tuition Fees, refunds in the event of withdrawal and the consequences of non-payment.

You are required to pay Tuition Fees at the beginning of each academic year as part of the enrolment process. If you withdraw from the Academy you will be liable for the Tuition Fees up until formal notification of your withdrawal is received by the Academy in accordance with the Fee Policy.

The Academy reserves the right to increase your Tuition Fees on re-enrolment in line with the Retail Price Index (“RPI”) annual rate of inflation.

If you do not pay the Tuition Fees in accordance with the Academy’s Tuition Fee and Refund Policy, the Academy reserves the right to withhold your results and to not permit you to graduate.

The Tuition Fees do not include any fees payable for traveling expenses, field trip expenses, course materials or other miscellaneous expenses which may be related or required as part of your course.

4. ADHERENCE TO IMMIGRATION RULES

The Academy is required by the UK Home Office to report to them any instance of non-attendance, period(s) of unauthorised absence, change of course, withdrawal/ discontinuation of study, early completion, and compliance with rules disallowing work (paid or unpaid) at any time during your studies.

You must keep the Academy informed of any changes as soon as possible. If you provide false or misleading information or supporting documents the Academy will withdraw its sponsorship for your studies and will notify the UK Home Office.

If you are admitted under a UK Visa and Immigration (“UKVI”), short term study visa or other temporary immigration status, it is your responsibility to ensure you comply with the conditions of your visa and UKVI immigration rules during the course of your studies at the Academy. If you are not compliant with the conditions of your visa and/or immigration rules, the Academy has the right to withdraw you from the course. The Academy will withdraw its sponsorship for your studies and notify the UK Home Office accordingly.

In the event the Academy has to withdraw its sponsorship for your studies as a result of your non-compliance with your visa conditions and/or UKVI immigration rules, you will not be entitled to a refund of your Tuition Fees.

If you are a non UK/EU/EEA national but not sponsored under your visa, you will need to provide evidence of your right to remain in the UK before you can be enrolled. You must inform the Academy of any changes to your immigration status. If you are not able to provide evidence of your right to remain in the UK at any point, your enrolment will be terminated.

You must inform the Academy of any changes to your immigration status. If you are not able to provide evidence of your right to remain in the UK at any point, your agreement will be terminated.

You are advised to check the Home Office website for the most up-to-date immigration position.

5. ENROLMENT

Enrolment is the process whereby you officially become a student of the Academy. The enrolment process requires you to:

- Ensure that the Academy has the correct personal details for you.
- Provide proof of your qualifications and fee status.
- Agree to abide by the Academy's regulations and policies.
- Ensure that your tuition fees are paid under the Academy's payment instructions and to confirm who will be responsible for making the payment.

You must enrol with the Academy at the beginning of your studies. You must re-enrol at the beginning of each subsequent academic year of your course, in accordance with instructions issued by the Academy, to continue your course of study and maintain your student rights and privileges.

You will be entitled to re-enrol for subsequent academic years provided that:

- You have paid the tuition fees.
- You have not been withdrawn from the Academy.
- You have met the relevant progression requirements for the previous years of your course, such as satisfactory attendance rates and engagement as set out in the 'Student Attendance Monitoring and Engagement Policy and Procedure'.

6. HOW WE COMMUNICATE WITH YOU

Upon enrolment, the Academy will create a student email account for you. This account will serve as the primary channel of communication, and it is your responsibility to check it regularly to ensure you do not miss important updates or information.

The Academy will communicate with you via a variety of other channels, including Microsoft Teams, letter, phone, and Moodle and the Student Portal. You should therefore ensure that you keep your contact details up to date and remain engaged with the Academy through these channels.

7. ATTENDANCE AND ASSESSMENT

In order to succeed on your course, you'll need to attend all scheduled classes. The Academy will monitor student attendance at scheduled classes in order to identify, improve and support student experience, engagement and progression during the course of your studies.

All students are expected to adhere to JCA's [Student Attendance Monitoring and Engagement Policy and Procedure](#), which sets out detailed expectations for all students including international students for whom additional UK Home Office (UKVI) conditions apply.

You must carry out and submit work for assessment as required and as outlined in your module study guides (MSGs). Students who fail their modules or who do not submit to assessment may not be able to progress as outlined in the [Academic Regulations](#).

Similarly, any scholarships or bursary awards are subject to satisfactory attendance, behaviour and academic performance as set out in the [Scholarship and Bursary Policy](#).

8. STANDARD OF BEHAVIOUR AND CONDUCT

JCA is proud of its inclusive and professional working environment, which it nurtures through a Student Charter ([insert link](#)) which reflects or values and sets out cultural and behavioural standards.

However, where a student fails to abide by the required standard of behaviour, action will be taken under the [Student Disciplinary Regulations](#).

These state that;

- Any complaints of unacceptable behaviour made by students will be taken seriously and, if substantiated, may provide grounds for action under the Student Disciplinary Regulations or the Staff Disciplinary Procedure as appropriate. Equally, the Academy will take appropriate action for any vexatious or malicious allegations.
- Disciplinary procedures may be invoked if it is alleged that a student has committed misconduct, examples of which may include the following:
 - Abusive, threatening or unreasonable behaviour or assault and/or behaviour which causes fear or distress to others;
 - sexual violence, abuse or harassment;
 - racist activity or behaviour;
 - damage to Academy property or the property of any student or member of staff;

- any action likely to cause injury to any person or impairing the safety of the premises; including fighting on Academy premises;
- conduct that interferes with the academic or administrative activities of the Academy, such as disruption of teaching, research, examinations, working of staff and other campus services;
- falsification or misuse of qualifications including Academy records, including award certificates;
- misappropriation or misuse of Academy funds or assets or those of others;
- false pretence or impersonation of others within or without the Academy, in connection with academic attainments or financial awards;
- offering, promising, giving, receiving or soliciting a financial, academic or other advantage or favour as a means to influencing the actions of others;
- conduct, either on or off campus, which brings the Academy into disrepute.

The above list is not intended to be exhaustive but outlines what the Academy considers to be unacceptable behaviour.

Multiple or repeated incidents of misconduct may be more serious than a single act of misconduct and previous findings will be taken into account when determining what sanction should be imposed

8.1 Precautionary action and suspension from the Academy

Where a student is being investigated under the Student Disciplinary Regulations, they may be suspended as a precautionary measure if it is considered that it is necessary to protect the student, the integrity of the investigation and or other students from harm. Precautionary action will be reasonable and proportionate and may include:

- imposing conditions on the accused student (for example, requiring the accused student not to contact the reporting student);
- suspending the accused student from his/her studies;
- excluding the accused student (for example, prohibiting the accused student from attending a placement).

These actions are a precautionary measure only. It is not a penalty or sanction and does not indicate that the Academy has concluded that the accused student has committed a breach of discipline or a criminal offence. Any precautionary actions taken will be reviewed on a regular basis.

Where precautionary actions are taken, the student has the right of appeal against these or to request that they be reviewed when new evidence is available.

8.2 Policy Statement on Violence, Abuse and Harassment

All students and staff have the right to live, study, work and relax in an environment where and are free from any form of sexual violence, physical violence, abuse and harassment and where their body and personal boundaries are respected. All incidents and allegations of bullying, abuse or harassment will be dealt with according to the terms set out in the Prevention of Bullying, Harassment and Sexual Misconduct Policy.

8.3 Smoking, Alcohol and Drugs

Smoking and Vaping is prohibited inside any building operated by the Academy (including corridors, foyers, toilets and entrances etc). You should make sure that you do not smoke near doors and outside areas where it is clearly designated as no smoking.

You must not take or supply illegal drugs on campus. Illegal drugs found in students' possession will be confiscated and students will be disciplined and the police will be informed.

Students may not bring, take or supply alcohol in all buildings operated by the Academy.

Any student causing a nuisance or engaging in disruptive behaviour as the result of taking illegal drugs or alcohol may be asked to leave the premises and disciplinary action may be taken against them.

9. CRIMINAL CONVICTIONS

When you apply to the Academy, you must disclose any unspent criminal convictions. The Academy will consider whether such convictions are compatible with membership of the Academy and, in particular, with a place on your course.

Once enrolled as a student, you must inform the Academy immediately of any criminal charges or convictions received.

Failure to disclose any relevant criminal convictions could lead to termination of this Agreement.

10. TERMINATION OF AGREEMENT

10.1 Withdrawal by the Student:

You may withdraw from your course and terminate this Agreement at any time. To do so, you must provide written notice (by email or letter) to the Academy. Please contact your Programme Leader to begin the withdrawal process.

You will be required to complete a Student Withdrawal Form and provide a reason for withdrawal. Notice to withdraw will take effect on receipt of the completed Student Withdrawal Form.

If you withdraw part way through your Course you must pay the Tuition Fees up until the point you communicate your withdrawal.

Any refund which may be due to you will be in accordance with the terms of the Academy's Tuition Fee and Refund Policy.

10.2 Withdrawal by the Academy:

The Academy may withdraw your offer or terminate this Agreement in writing with immediate effect (subject to your rights of internal appeal) if:

- You or your sponsor fail to pay the Tuition Fees at their due date;
- You failed to meet the conditions of the offer made to you;
- You provided false, incomplete, inaccurate or misleading information in your application to the Academy or at any other time;
- Action has been taken against you in accordance with the Academy's disciplinary procedures;
- You fail to meet the Academy's progression or award requirements;
- You fail to meet your obligations under your study visa or you no longer have permission to study in the United Kingdom;
- You are unable to meet the requirements of your course including obtaining/maintaining membership of specified organisation;
- Your behaviour represents a serious risk to the health, safety or welfare of yourself or others;
or
- You materially breach these Terms and Conditions.

You have a right to submit an internal appeal of the Academy's decision to terminate the Agreement under the Student Complaints Policy or the Appeals Regulations as appropriate

10.3 Consequences of termination:

If at any time this Agreement terminates:

- the Academy shall be entitled to refuse to enrol you on your course (if, at the date of termination, you have not already enrolled);
- the Academy shall be entitled to require you to stop studying on your course and to leave the Academy immediately (if, at the date of termination, you have enrolled);
- You are required to return your Student Identification Card issued to you on enrolment to the Academy, together with any Academy property you may have borrowed;
- You must pay all outstanding fees immediately.

11. INSURANCE

The Academy has appropriate public liability insurance. However, you should ensure that you insure your personal belongings which are brought into the Academy or taken on any Academy visits, trips or events at your own risk. You may also be required to take out other types of insurance, for example health insurance whilst on any overseas activities.

12. COLLECTION AND PROCESSING OF DATA

By accepting an offer of a place at the Academy and entering into this Agreement you understand that the Academy and its partners or agents will process your personal data in order for the Academy to meet its obligations to deliver education services to you under this Agreement.

The Academy needs to collect, hold and process your personal data for the purposes of administering and managing your course and all other services provided to you. Personal data includes your student records, application data, assessment marks, residence data, attendance data, accessing learning materials and financial data.

The data will be processed in line with the General Data Protection Regulation and Data Protection Act 2018, the Academy's Password Policy ([link](#)) and Information Security Policy ([link](#)), and the Student Privacy Notice ([link](#)).

At enrolment, you will be asked to consent to the Academy processing your sensitive personal data which comprises your ethnicity, sexual orientation and any relevant criminal convictions. Provision of this information is optional other than relevant criminal convictions which you must disclose.

13. DISCLOSURE TO STATUTORY AND PUBLIC THIRD PARTIES

The Academy will be required by law to disclose some of your personal data to certain statutory and public bodies. The following are the statutory bodies the Academy may disclose student personal data to (indicative not exhaustive list):

- The Higher Education Statistics Agency (individualised statutory returns made by all universities) on behalf of the Office for Students (OfS).
- The National Students Survey, the Graduate Outcomes survey, and other processes intended to enhance the student experience
- Student Loans Company
- The UK Home Office

Upon graduation you will be invited to join the Academy's alumni community. Your details will be passed to our Alumni Relations team to enable them to contact you. You may withdraw from these communications at any time by contacting the Alumni team.

14. INTELLECTUAL PROPERTY

All intellectual property rights developed by students as part of their course normally belong to the student ("student IP"), subject to certain exceptions, such as collaborative work, which can be found in the intellectual property rights policy in the student portal.

For the purposes of teaching, research, internal administration, and other non-commercial use, you must agree to grant the Academy the ability to use your assessments where you have created intellectual property.

Where the Academy makes use of Student IP, it will use its reasonable efforts to acknowledge the authorship and inventorship of any such Student IP.

15. LIMITS ON THE ACADEMY'S LIABILITY TO YOU

This clause sets out the limits of the Academy, its officers, employees or agents, legal liability to you. The Academy is responsible for any direct and foreseeable loss or damage caused if it fails to meet its obligations under this Agreement or breaches any legal duty owed to you. However, the Academy will not be responsible for losses that are due to your own actions or those of a third party.

Nothing in this clause limits liability arising from:

- Death or personal injury caused by the negligence of the Academy or its officers, employees or agents; or
- Fraud or fraudulent misrepresentation.

The Academy and its officers, employees or agents shall not be liable, and expressly exclude liability to the fullest extent by law for:

- Any loss, theft, misuse or damage to your property, including without limit any motor vehicle, cycle, personal equipment, materials, equipment or such other personal belongings whilst such property is on Academy premises;
- Any loss that you would not have suffered if you had taken reasonable steps to avoid or reduce the loss;
- Any death or personal injury that occurs on Academy property or during Academy's operations and activities where this is not caused by the negligence of the Academy, its staff, or its authorised representatives
- Loss of opportunity or loss of income during or after studying at the Academy

Although the Academy will try to ensure that computer equipment and software available for your use has reasonable security and anti-virus facilities and protections, you use such computer equipment and any software provided by the Academy at your own risk. The Academy shall not be liable for loss or damage suffered by you as a result of the use of any computer equipment or software provided or made available by the Academy, including any contamination of software or loss of files.

The Academy will not be in breach of this Agreement or liable to you for loss arising from delay in performing or failing to perform its obligations under this Agreement if such delay or failure is due to events outside the Academy's control which could not have been foreseen or prevented even if we had taken reasonable care. Events outside our control include but are not limited to strikes and industrial action, staff illness, or unanticipated departure significant changes to Higher Education funding, severe weather, natural disaster, epidemic or pandemic, fire, flood, war, civil disorder or unrest, riot, terrorist attack or the threat of it, or loss of any recently anticipated plans and approvals and where numbers recruited to a course are so low that it is not possible to deliver an appropriate standard of education for students enrolled, and restrictions imposed by the government or public authorities. In such circumstances, the Academy reserves the right to cancel, delay or change part or all of your course.

16. COMPLIANCE WITH POLICIES AND REGULATIONS

You should comply with any other published Academy policies, codes or procedures which are designed to ensure the effective operation of the Academy. You should make yourself familiar with and abide by the Academy's Policy and Regulations in particular:

- Academic Regulations, particularly the Academic Offences Regulations
- Attendance Monitoring and Engagement Policy and Procedure
- Safeguarding
- Prevent
- Bullying and Harassment
- Dealing with Unacceptable Behaviour
- IP Rights
- GDPR and Data Protection
- Code of Practice for Freedom of Speech
- Students' Association constitution and rules.

Please also note that the Academy's validating partner, the University of West London, reserves the right to take separate action against the student involved where any breach of its code of conduct appears likely to bring the University into disrepute.

Students are also hereby notified that they are subject to the University's Academic Regulations and the University's Academic Offences Regulations in respect of academic misconduct (including plagiarism).

17. GENERAL INFORMATION

Notices

Any notice given under this Agreement will be in writing.

The Academy will send any notice to you either by email to your Academy email address or if prior to registration to such other email address which you have provided us. We may also send any notice to either your term-time address/ home address. You must keep your details up to date by emailing Registry@jca.ac.uk

Each of the clauses of these terms and conditions operate separately. If any provision of these terms and conditions is or becomes obsolete, invalid, void or unenforceable, that shall not affect the legality, validity or enforceability of the other provisions.

These terms and conditions are personal to you and you may not transfer them or your rights under them to anyone else.

Only you and the Academy are parties to this Agreement. No other person shall have rights under the Contracts (Rights of Third Parties) Act 1999 to enforce the terms of this Agreement.

Failure or delay by you or the Academy to enforce any breach by the other of the terms and conditions will not constitute a waiver of any provision and will not prevent you or the Academy from taking steps to enforce that or any other provision.

This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.